

## **AGENDA**

### **Major Projects Committee**

**November 12, 2009**

**9:00 a.m.**

#### **Location:**

**SANBAG Offices**

***The Super Chief Room***

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**

**San Bernardino, CA 92410**

#### **Major Projects Committee Membership**

##### **Chair**

John Pomierski, Mayor  
City of Upland

Gary Ovitt, Supervisor  
County of San Bernardino

Rhodes "Dusty" Rigsby,  
Mayor Pro Tem  
City of Loma Linda

##### **Vice-Chair**

Bea Cortes, Council Member  
City of Grand Terrace

Dennis Yates, Mayor  
City of Chino

Paul M. Eaton, Mayor  
City of Montclair

Ed Scott, Council Member  
City of Rialto

Gwenn Norton-Perry, Council Member  
City of Chino Hills

Alan Wapner, Council Member  
City of Ontario

Paul Biane, Supervisor  
County of San Bernardino

Kelly Chastain, Mayor  
City of Colton

Diane Williams, Council Member  
City of Rancho Cucamonga

Neil Derry, Supervisor  
County of San Bernardino

Mark Nuaimi, Mayor  
City of Fontana

Pat Gilbreath, Mayor Pro Tem  
City of Redlands

Josie Gonzales, Supervisor  
County of San Bernardino

Larry McCallon, Council Member  
City of Highland

Pat Morris, Mayor  
City of San Bernardino

Richard Riddell, Mayor  
City of Yucaipa

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission***, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

***The San Bernardino County Transportation Authority***, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

***The Service Authority for Freeway Emergencies***, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

***The Congestion Management Agency***, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

***As a Subregional Planning Agency***, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency

**Major Projects Committee**

**November 12, 2009**  
**9:00 a.m.**

**LOCATION:**  
**Santa Fe Depot**  
*The Super Chief Room*

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino**

*CALL TO ORDER – 9:00 a.m.*  
*(Meeting chaired by Mayor John Pomierski.)*

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

**1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of November 12, 2009 Pg. 9**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

**2. Major Projects Attendance Roster Pg. 11**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

***Notes/Action***

## **Discussion Calendar**

- 3. Approve Contract No. C10027 with Overland Pacific & Cutler, Inc. (OPC) for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services. Pg. 15**

Approve Contract No. C10027 with Overland Pacific & Cutler, Inc. (OPC) for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services on an as needed basis in an amount not-to-exceed \$1,300,000. **Garry Cohoe**

- 4. Interstate 215 North Corridor Project Savings Strategy Pg. 70**

1. Approve reprogramming savings from I-215 North Construction and SR-210 Construction, and reprogramming funds from I-215 Right-of-Way Acquisitions to the following projects, and fully fund I-215 Bi-County HOV Gap Closure with Measure I as described below and in further detail in Exhibit A:

- a) I-215 Right-of-Way Acquisition
  - i) Program: \$5,570,000 CMAQ; \$800,000 PNRS
  - ii) Un-program: \$10,838,000 Measure I
- b) SANBAG Local Stimulus
  - i) Program: \$10,000,000 Measure I
- c) I-215 Bi-County HOV Gap Closure Right-of-Way and Construction
  - i) Program: \$35,621,000 CMAQ; \$34,850,000 STP; \$42,421,000 CMIA; \$8,667,000 Measure I

2. Approve the use of Measure I or other funds at SANBAG's discretion, as required by the California Transportation Commission, if necessary, on the following projects to cover costs which exceed:

- a) I-215 Segment 1&2 construction costs of \$174,800
- b) I-215 Segment 5 construction cost of \$29,207
- c) SR-210 Segment 11 Direct Connector project construction cost of \$47,673

3. Authorize the SANBAG Executive Director to execute a new Corridor Mobility Improvement Account (CMIA) baseline agreement for the I-215 Gap Closure Project.

4. Authorize staff to negotiate with Caltrans to evaluate the potential for Caltrans providing professional services for the Plans, Specification and Estimates (PS&E) phase for the I-215 HOV Gap Closure Project.

**Garry Cohoe**

**Discussion Items (Cont.)**

5. **Amendment No. 2 to Construction Engineering Support Services Contract No. C07150 with LAN Engineering Corporation for State Street/University Parkway Grade Separation project** Pg. 89

Approve Amendment No. 2 to Contract C07150 with LAN for work items related to Construction Support Services for the State Street/University Parkway Grade Separation project increasing the contract limit by \$20,000 to \$220,000 and extending the contract completion date to April 7, 2010.

**Garry Cohoe**

6. **Rail Improvements in the City of Colton** Pg. 94

Direct staff to proceed with negotiation of a future four-party agreement between SANBAG, the City of Colton, the Union Pacific Corporation (UPRR), and Burlington Northern Santa Fe (BNSF) for proposed rail improvements in the City of Colton. **Garry Cohoe**

7. **Hunts Lane/UPRR Grade Separation Project Utility Relocations** Pg. 98

Approve budget authority for Hunts Lane Grade Separation Project in the amount of \$600,000 for the construction relocation of existing utility facilities necessitated by the Hunts Lane Grade Separation Project.

**Garry Cohoe**

8. **Hunts Lane Railroad Grade Separation – Hearing to Consider Resolutions of Necessity** Pg. 100

1. Acting as the County Transportation Commission, the SANBAG Board Conduct public hearing to consider condemnation of real property required for the Hunts Lane Grade Separation project in the City of San Bernardino and the City of Colton and,

2. Adopt Resolutions of Necessity authorizing condemnation of real property declaring the following:

a. The public interest and necessity require the project described in the proposed Resolution of Necessity. Resolution No. 10-002

b. The project is planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner of record. (2/3<sup>rd</sup> majority vote required)

**Garry Cohoe**

- 9. Additional Items from Committee Members
- 10. Brief Comments by General Public
- 11. Director's Comments
- 12. Acronym Listing

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**ADJOURNMENT**

**The next Major Projects Committee  
Meeting is December 10, 2009.**

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees**

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

**The Vote as specified in the SANBAG Bylaws.**

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM 1

**Date:** November 12, 2009

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3	C10027	Overland Pacific & Cutler, Inc. Ray Armstrong	PB/Associated Psomas RBF Consulting AEI-CASC Hernandez Kroone Donahue Associates Kiley Company Lidgard & Associates Hennessey & Hennessey

\*

*Approved*  
*Major Projects Committee*

*Date: November 12, 2009*

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Item No.	Contract No.	Principals & Agents	Subcontractors
3 (Cont.)	C10027	Overland Pacific & Cutler, Inc. <i>Ray Armstrong</i>	Mason & Mason Riggs & Riggs Thomas Pike & Associates RP Laurain & Associates Hodges, Lacey & Associates DM & A Desmond & Associates Lawyers Title Chicago Title TEC Services Hatch Mott McDonald Aztec Leighton Group Ninyo & Moore Converse Consultants Allied Industries REC & S, Inc. Thomas Land Clearing Excel Excavating American Wrecking J & G Diamond Services Guardian Fence
5	C07150-02	LAN Engineering Corporation <i>William Nascimento</i>	Wilson & Co. Douglas Engineering Earth Mechanics RHA Landscaping LIN Consulting

**Financial Impact:** This item has no direct impact on the SANBAG budget.

**Reviewed By:** This item is prepared monthly for review by SANBAG Board and Committee members.

AGENDA ITEM 2  
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair	X	X			X	X	X	X	X	X		
<b>John Pomierski</b> City of Upland	X	X	X	X	X	X	X	X	X	X		
<b>Paul Biane</b> Board of Supervisors	X		X	X	X	X		X		X		
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	X	X	X	X	X		
<b>Rhodes "Dusty" Rigsby</b> City of Loma Linda	X	X	X		X		X	X	X	X		
<b>Bea Cortes</b> City of Grand Terrace	X	X		X	X	X	X	X	X	X		
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X	X	X	X		
<b>Josie Gonzales</b> Board of Supervisors			X			X		X				
<b>Neil Derry</b> Board of Supervisors		X	X	X	X	X	X	X	X	X		
<b>Larry McCallon</b> City of Highland	X	X		X	X	X	X	X	X			
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X	X	X	X	X	X		
<b>Gwenn Norton-Perry</b> City of Chino Hills			X				X		X			
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X	X	X	X	X	X		
<b>Gary Ovitt</b> Board of Supervisors					X	X	X	X	X			

X = Member attended meeting.  
mpcatt2009.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X		
<b>Ed Scott</b> City of Rialto	X	X		X	X		X	X	X	X		
<b>Alan Wapner</b> City of Ontario	X	X	X	X	X	X	X	X	X	X		
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X		
<b>Dennis Yates</b> City of Chino	X	X		X		X	X	X	X	X		

AGENDA ITEM 2  
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair	X	X		X	X		X	X		X	X	X
<b>John Pomierski</b> City of Upland	X	X	X	X	X	X		X	X	X	X	X
<b>Paul Biane</b> Board of Supervisors	X	X	X		X	X						
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X		X	X	X	X	X	X
<b>Robert Christman</b> City of Loma Linda	X	X	X	X	X	X						
<b>Rhodes "Dusty" Rigsby</b> City of Loma Linda							X	X	X	X	X	X
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X	X	X		X	X	X	X	X
<b>Pat Gilbreath</b> City of Redlands	X	X		X	X	X	X	X		X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X		X	X		X	X			X	X	X
<b>Dennis Hansberger</b> Board of Supervisors		X	X	X		X	X		X	X	X	
<b>Neil Derry</b> Board of Supervisors												
<b>Larry McCallon</b> City of Highland		X	X		X		X		X	X		X
<b>Patrick Morris</b> City of San Bernardino		X	X	X	X	X		X		X	X	X
<b>Gwenn Norton-Perry</b> City of Chino Hills				X								X

X = Member attended meeting. \* = Alternate member attended meeting. Empty box = Member did not attend meeting. Shaded box = Not a member at the time.

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X
<b>Gary Ovitt</b> Board of Supervisors				X	X		X		X			X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X		X	X	X
<b>Grace Vargas</b> City of Rialto	X				X	X	X	X		X	X	X
<b>Paul Leon</b> City of Ontario	X	X		X	X	X	X	X	X	X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga	X		X	X	X	X	X	X	X	X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X			X	X	X	X	X	X	X

## *Minute Action*

AGENDA ITEM: 3

**Date:** November 12, 2009

**Subject:** Approve Contract No. C10027 with Overland Pacific & Cutler, Inc. (OPC) for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services.

**Recommendation:** \* Approve Contract No. C10027 with Overland Pacific & Cutler, Inc. (OPC) for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services on an as needed basis in an amount not-to-exceed \$1,300,000.

**Background:** **This is a new consultant services contract.** This contract is to provide on-call right of way acquisition services to support the successful delivery of SANBAG Major Projects. The services provided will be authorized by issuing a Task Order for each service provided. In August 2009, the Board authorized the release of a Request for Qualification (RFQ) for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services.

Utilizing the SANBAG consultant selection process, a consultant selection committee panel was developed for Statement of Qualification (SOQ) review and rating that comprised staff from SANBAG, Caltrans, Riverside County Transportation Commission (RCTC), and San Bernardino County Real Estate Services Department. This panel was assembled to participate in reviewing the

\*

*Approved*  
*Major Projects Committee*

*Date:* November 12, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

SOQ's, select a short list of consultants to participate in an interview process, and then conduct the interviews. Each SOQ was evaluated and rated in five categories: Firm Qualifications, Personnel, Project Understanding, Staffing Capability, and Project Controls.

SANBAG received four (4) SOQ's from interested firms on September 29, 2009. Those firms submitting SOQs included (in alphabetical order): Bender Rosenthal, Epic Land, Overland Pacific Cutler, and Paragon Partners. After the submittals were rated the selection committee deliberated on October 13, 2009 and shortlisted the following firms to participate in the interviews:

- Epic Land
- Overland Pacific Cutler

Interviews were conducted on October 20, 2009 with these two firms using the same selection panel representatives that ranked the written SOQs. The teams were evaluated and rated based on their overall presentation and responses to interview questions. Both teams exhibited a variety of strengths in their presentation and responses during the question and answer period.

Based on the interviews of these two firms, the selection committee unanimously selected OPC as the most qualified firm to perform the work and presented the best understanding of the scope of services.

Therefore, the selection panel recommends that this contract be approved with a not-to-exceed fee of \$1,300,000.

***Financial Impact:*** The total contract amount is \$1,300,000 and is funded by Measure I Major Projects. This action is consistent with the FY 2009/2010 budget.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on November 12, 2009. SANBAG Counsel has reviewed and approved the draft contract as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction



SANBAG Contract No. C10027  
by and between  
San Bernardino County Transportation Authority  
and  
Overland Pacific Cutler, Inc. (OPC)  
for

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS,  
RIGHT OF WAY ENGINEERING, SURVEYING AND OTHER SPECIALTY  
PROFESSIONAL SERVICES**

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>C10027</u> Vendor ID <u>OPC</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes:

Original Contract:      \$ <u>1,300,000</u>	Previous Amendments Total:      \$ ____
	Previous Amendments Contingency Total:      \$ ____
Contingency Amount:      \$ <u>0</u>	Current Amendment:      \$ ____
	Current Amendment Contingency:      \$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →      \$ 1,300,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>815</u>	<u>6010</u>	<u>Measure I Major Projects</u>	<u>I300</u>	<u>\$ 1,300,000</u>

Original Board Approved Contract Date: 12/2/09      Contract Start: 12/2/09      Contract End: 12/2/12  
 New Amend. Approval (Board) Date: \_\_\_\_\_      Amend. Start: \_\_\_\_\_      Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>400,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>900,000</u>
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Is this consistent with the adopted budget?    ☒ Yes    ☐ No  
 If yes, which Task includes budget authority? 815  
 If no, has the budget amendment been submitted?    ☐ Yes    ☒ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☐ Intergovernmental    ☒ Private    ☐ Non-Local    ☒ Local    ☐ Partly Local

Disadvantaged Business Enterprise: No    ☒ Yes, 7.79 %

Task Manager: **Garry Cohoe**

Contract Manager: **Chad Costello**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**Draft CONTRACT NO: C10027**

**EFFECTIVE DATE: 12/2/09**

**by and between**

**San Bernardino  
County Transportation Authority**

**and**

**Overland Pacific Cutler, Inc. (OPC)**

**to provide**

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING,  
SURVEYING, AND OTHER SPECIALTY PROFESSIONAL  
SERVICES**

**for**

**THE MEASURE I PROGRAM and other Federally Funded Programs**

**In San Bernardino County, California**

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**CONTRACT  
FOR  
ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND  
OTHER SPECIALTY PROFESSIONAL SERVICES**

This Contract, entered into this 2nd day of December 2009, by the firm of Overland Pacific Cutler, Inc. (OPC) (hereinafter called CONSULTANT) whose address is:

**2280 Market Street, Ste 340  
Riverside, CA 92501-2117**

and San Bernardino County Transportation Authority (hereinafter called AUTHORITY) whose address is:

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715**

Whereas, AUTHORITY desires CONSULTANT to perform certain professional and technical Services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1      Description of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional standards generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing professional engineering and other specialty profession services standards.

**Article 2      Performance Schedule**

2.1      The Period of Performance by CONSULTANT under this Contract shall commence on **December 2, 2009** and shall continue in effect for 36 months, with two 1 year extension options, until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided. This contract does not guarantee any amount of work for either the primary consultant or any subconsultants from the selected team.

### **Article 3      Contract Price and Cost Principles**

- 3.1 Full compensation to CONSULTANT for full and complete performance of all Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT's performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost for Services to the project shall not exceed \$ 1,300,000. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. CONSULTANT's fee for services is included in the total estimated contract cost and shall be a fixed percentage fee, as agreed upon, and noted in Attachment "B".
- 3.3 CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior authorization from AUTHORITY.
- 3.4 Not used.
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.

3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT's responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

#### **Article 4 Availability of Funds**

This Contract is awarded on the contingency of availability of funds. The obligation of AUTHORITY is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services actually performed pursuant to this Contract prior to such notification. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

#### **Article 5 Taxes, Duties, Fees**

CONSULTANT shall pay when due, and the compensations set forth in Article 3, Contract Price and Cost Principles, shall be inclusive of all; a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **Article 6 Invoicing and Payments**

6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.

6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will

be for a 4 week billing period and will be marked with AUTHORITY's project name, contract number, and task order number. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense.

- 6.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.
- 6.6 Appearance at Hearings – If and when required by AUTHORITY, CONSULTANT shall render assistance at hearings as may be necessary for the performance of the services.

## **Article 7      Documentation and Right of Audit**

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall upon request, make all such materials available to AUTHORITY or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of

its subcontracts the above requirement.

- 7.2 The Cost Proposal for this project is subject to a post award audit. After any post award audit recommendations are received the Cost Proposal shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement (Project Contract) at SANBAG's sole discretion. Refusal by the Consultant to incorporate the audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Contract.

## **Article 8      Responsibility of the Program/Project Manager**

- 8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all deliverables and other Services furnished by the CONSULTANT under terms of this Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its Services, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality, and safety of the program and projects and the Services performed by CONSULTANT within the areas of CONSULTANT Services and expertise. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify AUTHORITY of said circumstances and related concerns. CONSULTANT shall also similarly notify AUTHORITY in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable AUTHORITY to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

## **Article 9      Reporting Requirements/Deliverables**

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

## **Article 10     Permits and Licenses**

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses)



necessary for CONSULTANT to perform Services.

## **Article 11      Technical Direction**

- 11.1      Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY Director of Freeway Construction, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The AUTHORITY Contract Manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:
  - 11.1.1      Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
  - 11.1.2      Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.
  - 11.1.3      Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to AUTHORITY or Caltrans under the Contract.
- 11.2      Technical direction must be within the Scope of Services in the Contract. The AUTHORITY Director of Freeway Construction or designee does not have the authority to, and may not, issue any technical direction which:
  - 11.2.1      Constitutes an assignment of additional Services outside the Scope of Services;
  - 11.2.2      Constitutes a change as defined in the Contract clause entitled "Changes";
  - 11.2.3      In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
  - 11.2.4      Changes any of the expressed terms, conditions or specifications of the Contract; or
  - 11.2.5      Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract.

- 11.2.6 A failure of the CONSULTANT and AUTHORITY Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 30, Disputes.
- 11.3 All technical directions shall be issued in writing by the AUTHORITY Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the AUTHORITY Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the AUTHORITY Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
- 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of Article 12, Changes;
- 11.4.2 Advise the CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written change order.

## **Article 12     Changes**

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

## **Article 13     Federal and State Mandatory Provisions**

**NOTE: This language will be included in the contract for Federally Funded Projects as the requirements of this section are only applicable if the Project**

**Task Order is for federally funded projects. If the Project Task Order is issued under the contract for State, Local or Measure I Funded Projects, there is no UDBE goal and there is no follow-up required by the CONSULTANT.**

13.1 During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter collectively referred to as THE CONSULTANT), agrees as follows:

13.1.1 Compliance with Regulations. The CONSULTANT shall comply with all REGULATIONS which are herein incorporated by reference and made a part of this agreement.

13.1.2 Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

13.1.3 Solicitations for Sub-agreements including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by The CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligation under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

13.1.4 Information and Reports. The CONSULTANT shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to the CONSULTANT'S books, records, accounts, other sources of information, and its facilities as may be determined by AUTHORITY to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information. The CONSULTANT shall so certify to AUTHORITY, as appropriate, and shall set forth what efforts the CONSULTANT has made to obtain the

information.

13.1.5 Sanctions for Noncompliance. In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, AUTHORITY shall impose such agreement sanctions as it may determine to be appropriate, including, but not limited to:

(a) withholding of payments to The CONSULTANT under the Agreement until the CONSULTANT complies; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

13.1.6 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.1.7 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.1.8 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

13.1.9 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.8) of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended by Executive

Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as AUTHORITY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by AUTHORITY, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY.

### 13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### 13.3 Disadvantaged Business Enterprises (DBE)

13.3.1 DBE/UDBE Requirement. AUTHORITY has established a contract goal for Underutilized Disadvantaged Business Enterprise (UDBE) participation of 7.79 %.

13.3.2 Bidders are advised that, as required by federal law, AUTHORITY has implemented new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE), as defined by Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS", have an equal opportunity to receive and participate in DOT-assisted contracts.

13.3.3 AUTHORITY will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against

anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, AUTHORITY will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impaired accomplishments of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- 13.3.4 Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b) 49 cfr Part 26, and in Exhibit 10-I "Notice to Bidders/Proposers Disadvantaged Business Enterprise Information." As the contract has an UDBE goal, the consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.
- 13.3.5 If you have not met the UDBE goal, complete and submit the "UDBE Information – Good Faith Efforts", Exhibit 15-H, form with the project task order showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by UDBEs will be considered.
- 13.3.6 Submit UDBE information on the "Local Agency Proposer – UDBE Commitment (Consultant Contracts)," Exhibit 10-O(1) form with each Task Order.
- 13.3.7 Submit "Local Agency Proposer – DBE Information (Consultant Contracts)," Exhibit 10-O(2) form with each Task Order.
- 13.3.8 Submit written confirmation from each UDBE stating that it is participating in the contract and include confirmation with the UDBE commitment form. A copy of a UDBEs quote will serve as written communication that the UDBE is participating in the contract.
- 13.3.9 Upon completion of the contract, a summary of these records shall be prepared on "Final Report of Utilization of Disadvantaged Business Enterprise (DBE), First Tier Subcontractors" Exhibit 17-F, and certified correct by the Consultant or the Consultant's authorized representative, and shall be furnished to AUTHORITY. The form shall be furnished to AUTHORITY within 90 days from the date of completion of the professional services contract. The

amount of \$10,000 will be withheld from the final invoice(s) payment until a satisfactory form is submitted.

13.3.10 If a DBE/UDBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify the prime consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the project, the subconsultant shall notify the prime consultant in writing with the date of certification. The prime consultant shall furnish the document "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM 2403(F) to AUTHORITY.

13.3.11 UDBEs must perform the work as listed in the "Local Agency Bidder – UDBE Commitment" form submitted with each Task Order. Do not terminate a UDBE listed subconsultant for convenience and perform the work with your own resources without prior written authorization from the Agency.

13.3.12 If a UDBE subconsultant is terminated, you must make good faith efforts to find another UDBE subconsultant to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal. The substitute UDBE must be certified as a DBE at the time of request for substitution.

13.3.13 AUTHORITY does not pay for work unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

13.3.14 It is the Consultant's responsibility to use the most recent current form available. All forms can be obtained from the California Department of Transportation website at: <http://www.dot.ca.gov/hq/LocalPrograms/DBE/forms/forms.htm>.

## **Article 14      Conflict of Interest**

14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.

- 14.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

**Article 15 Key Personnel**

- 15.1 Key personnel as defined by SANBAG are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and CONSULTANT cannot agree as to the substitute of key personnel, AUTHORITY shall be entitled to terminate this Agreement.

**Article 16 Representations**

CONSULTANT agrees with AUTHORITY that Services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that it is supplying professional Services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to high professional engineering and environmental principles and standards that are generally accepted in the State of California.

**Article 17 Proprietary Rights/Confidentiality**

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce materials, documents, data or information ("Products"), then CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such Products which shall become the property of AUTHORITY.
- 17.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of these services by CONSULTANT without the express written consent of AUTHORITY.



- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

## **Article 18      Terminations**

- 18.1 Termination for Convenience. AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY'S instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.

- 18.1.1 CONSULTANT shall deliver to AUTHORITY, in accordance with AUTHORITY'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.
  - 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
  - 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work and Products in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the Products and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to

**CONSULTANT by AUTHORITY.**

- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.
- 18.4 The Authority's Director of Freeway Construction shall have the full authority and discretion to exercise Authority's rights under this Article 18, Terminations.

**Article 19 Stop Work Orders**

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination.

**Article 20 Claims**

AUTHORITY shall not be bound to any adjustments in the Contract amount or scheduled time for CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

**Article 21 Insurance**

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

- 21.1 Professional Liability Insurance coverage with limits of not less than \$1,000,000, per claim or occurrence and \$2,000,000 in the aggregate. CONSULTANT shall secure and maintain this insurance or "tail" coverage provided throughout the term of this Contract and for a minimum of three (3) years after contract completion.
- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons including volunteers providing

Services on behalf of CONSULTANT and all risks to such persons under this Agreement.

- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a \$2,000,000.00 aggregate shall be provided.

- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Corporation (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AUTHORITY, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of Services hereunder until the completion of such Services.

- 21.6 Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.

- 21.7 Waiver of Subrogation Rights. The CONSULTANT shall require the carriers of required coverages to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or

agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against AUTHORITY.

- 21.8 All policies required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.
- 21.9 Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- 21.10 The AUTHORITY's contract with its general contractor for each project is to require such contractor to obtain a Builder's Risk or Course of Construction Insurance, insuring on an "All Risks" basis with a limit of not less than the full insurable replacement cost of the project subject to deductible amounts as selected by AUTHORITY, and covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of AUTHORITY, CONSULTANT and its related entities, contractors and subcontractors of all tiers. The construction contract shall require that such insurance be primary, and shall include coverage for physical damage resulting from the Services and shall include an insurer's waiver of subrogation or right of recourse in favor of each party insured thereunder. Furthermore, the construction contract shall require that such insurance shall remain in effect until the applicable project is completed and accepted by the AUTHORITY. The CONSULTANT, in its role as Project Manager, shall ensure that the requirements of this section are met.

## **Article 22    Indemnity**

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by AUTHORITY, AUTHORITY, and their officers, employees (past and present), agents, and representatives from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; and

- 22.2 Any and all claims, causes of action, liabilities, losses, costs or expenses, that arises out of, pertains to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT's indemnification obligations hereunder.

**Article 23 Damages due to Errors and Omissions**

- 23.1 Architects, Engineers, Land Surveyors and all other related Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in services furnished under its Agreement.
- 23.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable.
- 23.3 AUTHORITY's contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. The contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the CONSULTANT.

**Article 24 Ownership of Drawings and Data**

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

**Article 25 Subcontracts**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting to subcontractors listed in the CONSULTANT's proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY's Project Manager's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.

- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY's approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.
- 25.3 Approval by AUTHORITY of any Services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.
- 25.4 Any substitution of subcontractors must be approved in writing by AUTHORITY's Contract Manager.

#### **Article 26 Inspection and Access**

AUTHORITY shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Services or products.

#### **Article 27 Independent Contractor**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

#### **Article 28 Precedence**

- 28.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and

AUTHORITY's Request for Qualifications which are incorporated herein by reference.

28.2 The following order of precedence shall apply:

28.2.1 This Contract, its General Terms and Conditions, and Attachments

28.2.2 CONSULTANT's Statement of Qualifications

28.2.3 AUTHORITY's Request for Qualifications

28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify AUTHORITY immediately and shall comply with AUTHORITY's resolution of the conflict.

## **Article 29 Communications and Notices**

29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing.

### **For CONSULTANT:**

Name: Overland Pacific Cutler, Inc. (OPC)

Address: 2280 Market Street, Ste 340  
Riverside, CA 92501-2117

Attn: Mark LaBonte, SR/WA

Phone: 951.683.2353 ph

Fax: 951.683.3901

Email: [mLabonte@opcservices.com](mailto:mLabonte@opcservices.com)

### **For AUTHORITY:**

Name: San Bernardino Associated Governments

Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715

Attn: Mr. Garry Cohoe

Phone: (909) 884-8276

Fax: (909) 885-4407



- 29.2 All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's Contract and job numbers.

### **Article 30     Disputes**

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of AUTHORITY or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

### **Article 31     Gratuities**

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY, gifts, entertainment, payments, loans, or other gratuities to influence the award of a Contract or obtain favorable treatment under a Contract.

### **Article 32     Review and Acceptance**

All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective Work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.

### **Article 33     Safety**

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Services hereunder.

**Article 34      Assignment**

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

**Article 35      Amendments**

This Contract may only be changed by an amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Contracts Manager or other duly authorized representative.

**Article 36      Governing Law and Venue**

This Contract shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

**Article 37      Prevailing Wages**

The CONSULTANT is alerted to the requirements of California Labor Code Section 1770 et seq. and agrees to defend, indemnify, and hold harmless AUTHORITY and its officers, employees, consultant, and agents from any claim or liability including, without limitation, attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Section 1770 et seq.

**Article 38      Contingent Fee**

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty,

AUTHORITY has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Article 39      Location of Performance**

NOT USED

**Article 40      Entire Document**

40.1    This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.

40.2    No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

40.3    As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

**Article 41      Attorney's Fees**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

By: \_\_\_\_\_  
Principal

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**ATTACHMENT “A”**

**Scope of Services**

**To provide**

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING,  
SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES**

**For**

**Various Projects in San Bernardino County**

**Contract Number: C10027**

## **SCOPE OF WORK**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for CONSULTANT to provide **ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES** for a period of three (3) years with two one-year options for extension, to be exercised at the sole discretion of SANBAG, on an On-Call/as needed basis in support of current and future SANBAG Projects.

Such services may include, but are not limited to, the following work program:

### **A. PROJECT MANAGEMENT**

This task covers typical project management services including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, SANBAG may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to the following:

#### **1. Coordination/Administration**

##### **1.1 Coordination and Meetings**

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. The CONSULTANT team shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. The team shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

##### **1.2 Administration**

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;

- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by SANBAG.

## **2. Schedule and Progress Reports**

The CONSULTANT team shall submit an initial Project Schedule for each task order assignment. As directed by SANBAG, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following approval by SANBAG, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by SANBAG, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for SANBAG approval. If appropriate and requested by SANBAG, the schedule and/or Progress Report may require updating more frequently.

## **3. Quality Assurance/Quality Control (QA/QC) Plan**

The CONSULTANT team shall maintain a Quality Assurance/Quality Control Plan throughout performance of the services for this contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed, CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect that the time of execution of the Contract. Within twenty (20) days of receiving the Notice to Proceed, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by SANBAG. If requested by SANBAG, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

## **B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES**

Such services may include, but are not limited to, the following work program:

1. Consultants shall provide right of way engineering and field surveying services including, but not limited to: preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code under section 66499.35, and other right of way engineering services as directed by SANBAG.
2. Consultants shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where SANBAG is working in conjunction with the California Department of Transportation (Caltrans), these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.
3. Consultants shall utilize appropriate land surveying and land title practices to:
  - Establish all property and easement boundaries within and overlapping the project area.
  - Perform site reconnaissance and monument recovery.
  - Establish or reestablish all monumentation required by State law and local regulations.
  - File a Record of Survey, or Corner Recorder as necessary, to comply with the Land Surveyors Act.
  - The preparation, filing and associated fees will be the responsibility of Consultants.

All data, maps and documents produced by Consultants shall be subject to approval and acceptance by SANBAG's Project Manager. In the event of non-acceptance due to errors or omissions, Consultants shall have seven calendar days to make corrections and return maps and documents to SANBAG. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.



4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans district 8 Right of Way engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by SANBAG with the intent to ultimately convey such acquisitions to the State, are considered State right of way acquisitions.
5. Consultants shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by Consultants for SANBAG.
6. Deliverables shall consist of three (3) originals to including special reports performed by agencies other than Consultant. All electronic files shall be provided on Compact Disc, "CD-R", or DVD, "DVD-R" formatted for the Microsoft Windows operating system. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc. shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in ASCII text; Microsoft Word 2000 or 2003. Completed Record of Survey, (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.
7. If any legal issues exist during the course of an assignment, Consultant shall coordinate and request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
8. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

**C. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY STUDIES FOR REPLACEMENT AND MITIGATION SITES, COST ESTIMATES and UTILITIES RELOCATION SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Right of Way Acquisition and Relocation, Real Property Searches, Identification and Feasibility Studies for Replacement and Mitigation Sites, Cost Estimates, and Utilities Relocation services in conjunction with current and future SANBAG Projects.

Consultant services may include, but are not limited to, the following work program:

1. All Consultant work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.
2. Consultant deliverables shall typically consist of three (3) originals, together with specialist's reports which may be performed by someone other than Consultant.
3. Consultant may be required to meet and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff; participate in office or project meetings.
4. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
5. Consultant may be required to take direction from SANBAG's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by Consultant to SANBAG.

6. If any legal issues exist during the course of Consultant's performance of services required by SANBAG, Consultant shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
7. Consultant may be required to review right of way acquisition and relocation files of current and past SANBAG projects to ensure compliance with applicable state and/or federal regulations.
8. Consultant's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. Consultant must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), railroad entities and major utility owners.
10. Consultant shall provide a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator who may not be replaced without the written consent of SANBAG.

#### **D. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties.

Such appraisal services may include, but are not limited to, the following work program:

1. Consultant shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure,

the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. Consultant must be licensed by the State of California.

2. Consultant must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
4. Consultant may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, Consultant shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by the Appraiser to accompany the Appraiser during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the Appraiser to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the Appraiser may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation

justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.

9. Where the acquisition involves only a part (or portion) of the property, the Appraiser will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The Appraiser will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The Appraiser must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. Appraiser shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), Appraiser may be required to coordinate with SANBAG staff and/or consultants for such services as directed by SANBAG. Fees charged by SANBAG staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by SANBAG.
15. It is the Appraiser's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.

16. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
17. It is the Appraiser's responsibility to contact SANBAG's legal counsel for discussion and/or clarification in identifying personal or real property.
18. If hazardous waste is discovered on the property, Appraiser shall seek further direction from SANBAG.
19. Additional Qualifications:
  - a. Consultant shall have a minimum five years experience as full time appraiser
  - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
  - c. Consultant shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
  - d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

#### **E. APPRAISAL REVIEW SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide independent appraisal review services for developed or undeveloped residential, commercial, industrial and agricultural properties. Review appraisal shall be completed by a unique, independent appraisal company. CONSULTANT may be required to produce review appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties.

Such review appraisal services may include, but are not limited to, the following work programs:

1. When required by SANBAG, Review Appraiser shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. Review Appraiser shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal

Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. Appraiser must be licensed by the State of California.

3. Review Appraiser must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. Review Appraiser may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Review Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the Review Appraiser is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, Review Appraiser may develop appraisal documentation to recommend value.
8. The Review Appraiser and the Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.
9. All legal opinions shall be rendered by SANBAG's legal counsel and the appraisal prepared in accordance therewith.
10. The Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and

explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.

11. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.

12. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

13. Additional Qualifications:

- a. Consultant shall have a minimum five years experience as full time appraiser
- b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. Consultant shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

## **F. GOODWILL APPRAISAL SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Goodwill Appraisal Services in support of SANBAG's right of way acquisition activities for current and future SANBAG Projects.

Such appraisal services may include, but are not limited to, the following work programs;

1. Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.



4. Appraiser may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact SANBAG's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from SANBAG legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
9. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
10. Additional Qualifications:
  - a. Consultant shall have a minimum of five years experience as a full time Goodwill appraiser.
  - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
  - c. Consultant shall have completed a minimum ten Goodwill Valuation assignments in California involving potential acquisition pursuant to the laws of eminent domain.
  - d. Consultant shall certify that Consultant has not been disciplined in the last five years as a Goodwill Appraiser by any government body or professional association.

## **G. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Furniture, Fixtures, Machinery and Equipment (F F & E) Appraisal Services in support of SANBAG's right of way acquisition activities for current and future SANBAG Projects.

Such appraisal services may include, but are not limited to, the following work program:

1. Appraiser shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Consultants may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters.
6. It is the Appraiser's responsibility to contact SANBAG's legal counsel for discussion and/or clarification in identifying personal or real property.
7. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
8. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the

Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

9. Additional Qualifications:

- a. Consultant shall have a minimum five years experience as full time F F & E appraiser
- b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. Consultant shall have completed a minimum ten F F & E appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

## **H. TITLE AND ESCROW SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Title and Escrow services on an On-Call/as needed basis in support of current and future SANBAG Projects.

Title and Escrow Services conducted by the Consultants on behalf of SANBAG may include, but are not limited to, the following work program:

1. At the initiation of the work program, the Consultants shall meet with SANBAG staff regarding SANBAG's requirements for specific title work and escrow services assignments.
2. Consultant shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by SANBAG.
3. Consultant shall ensure that all Preliminary Title Reports are accurate and complete.
4. Consultant shall provide all additional legal documents required by SANBAG, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.

5. Consultant staff shall prepare and review all legal documents necessary to ensure that SANBAG is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. Consultant shall provide all necessary assistance to SANBAG to clear all exceptions stated in the Preliminary Title Reports, unless waived by SANBAG in writing.
7. Consultant shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. Consultant shall prepare, subject to review and approval by SANBAG's Legal Counsel, Escrow Instructions for execution by SANBAG and the grantor(s) or grantee(s). Consultant shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. Consultant shall provide efficient Escrow Services to SANBAG and property owners involved in SANBAG related transactions.
10. Consultant shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by SANBAG Legal Counsel prior to close of escrow.
11. Consultant shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to SANBAG.
12. Consultant shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. Consultant shall prepare an Escrow Closing Schedule in accordance with written instructions from SANBAG and property owners.
14. Consultant shall meet and coordinate its work with other right of way consultants as directed by SANBAG.
15. Immediately prior to Close of Escrow, Consultant shall order and provide SANBAG with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by SANBAG.
16. At Close of Escrow, Consultant shall prepare and submit an Escrow Closing Statement to SANBAG and other parties to the transaction, together with copies of all documents

- conveying title to SANBAG, copies of releases of liens and encumbrances, receipt for payments made on behalf of SANBAG and the other parties to the transaction.
17. At Close of Escrow, the Consultant shall issue a Standard Owner's Policy of Title Insurance effectively insuring SANBAG's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by SANBAG.
  18. Consultant shall provide multi-lingual services as needed for efficient closing of SANBAG transactions.
  19. As requested by SANBAG, Consultant may be required to testify in any administrative or judicial proceeding.
  20. Consultant shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by SANBAG.
  21. Consultant shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of SANBAG.
  22. If legal issues exist during Consultant's performance of services required by SANBAG, Consultant shall request legal opinion. All legal opinions shall be rendered or concurred to by SANBAG's legal counsel.
  23. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

#### **I. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Property Management, Hazardous Material Removal, Demolition and/or Clearance services on an On-Call/as needed basis in support of current and future SANBAG Projects.

If deemed necessary by SANBAG, Consultant shall provide these services to SANBAG for all currently owned or acquired property, until the property is turned over to the contractor of SANBAG highway projects for construction, or as otherwise directed by SANBAG. All work will be performed in accordance with SANBAG's policies and procedures, and federal, state and local regulations. Services, at a minimum, may include, but not be limited to the following:

**A. General Property Management Services**

1. Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
2. In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which includes rent collection, ensure payment of utility bills and that occupants can maintain decent living conditions. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
3. Prepare and maintain a monthly Property Inventory Report.
4. After occupants have been relocated and properties are vacant, consultant shall coordinate with SANBAG to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
5. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

**B. Hazardous Material Removal, Demolition and Clearance**

1. Surveys of buildings, Containers, Etc.  
The Consultant may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. The Consultant may also be required to perform environmental site assessment work to confirm that the properties are free and

clear of hazardous materials, potentially requiring the on call team to assist with required environmental assessment and/or site remediation work as directed by SANBAG.

Typical surveys or assessments may include, but not be limited to inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e Phase 1, Phase 2)

Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

## 2. Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

Consultant shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration

(OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos and shall supply copies or information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, Consultant must be properly licensed for such work. Consultant shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The Consultant shall be provided with an asbestos report prior to starting the job, and will be required to provide the SANBAG manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

Consultant shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the Consultant if necessary.

Consultant shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U. S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. Consultant shall pay any disposal site charges.



Non-friable asbestos containing material is to be considered hazardous waste. Consultant shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the Consultant discovers any asbestos containing material or other hazardous waste not noted in the port provided by SANBAG, the Consultant must stop work. The consultant must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

3. Hazardous and/or Toxic Waste or Materials

Consultant shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by SANBAG's designated consultant.

Should it become necessary to terminate the demolition and removal process, Consultant shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the Consultant to notify SANBAG of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the Consultant for all actual damages resulting to SANBAG.

4. Demolition and Clearance

Consultant may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences,

trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing within 24 hours of Task Order execution. Consultant shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, Consultant shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U. S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, Consultant shall perform the services there under in a manner so as not to endanger the safety or any person and property.

Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. Consultant shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract.

Consultant shall protect from damage all existing improvements and utilities near the work site, and on adjacent property owned by a third party, the locations of which are made known to or should be known by the Consultant. Consultant shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Consultant fails or refused to repair the damage

promptly, SANBAG may have the necessary work performed and charge the cost to the Consultant.

5. Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Consultant and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. Consultant shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. Consultant shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. Consultant or his representative shall be on the site at the time the responsible agency inspects the sewer cap.

Prior to starting demolition operations, Consultant shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, Consultant shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements

established by the City where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. Consultant shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

Consultant shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

Consultant shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

Consultant shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, SANBAG assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the Agencies.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing Consultant to begin demolition operations.

6. Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. Consultant shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the Consultant's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. Consultant shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

7. Coordination of Work with Other SANBAG Consultants

As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

8. Estimated Time of Completion

Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality management District (SCAQMD) notification.

9. Deliverables

Deliverables will be identified in the specific task order.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 4

**Date:** November 12, 2009

**Subject:** Interstate 215 North Corridor Project Savings Strategy

**Recommendation:\*** 1. Approve reprogramming savings from I-215 North Construction and SR-210 Construction, and reprogramming funds from I-215 Right-of-Way Acquisitions to the following projects, and fully fund I-215 Bi-County HOV Gap Closure with Measure I as described below and in further detail in Exhibit A:

a) I-215 Right-of-Way Acquisition

i) Program: \$5,570,000 CMAQ; \$800,000 PNRS

ii) Un-program: \$10,838,000 Measure I

b) SANBAG Local Stimulus

i) Program: \$10,000,000 Measure I

c) I-215 Bi-County HOV Gap Closure Right-of-Way and Construction

i) Program: \$35,621,000 CMAQ; \$34,850,000 STP; \$42,421,000 CMIA; \$8,667,000 Measure I

2. Approve the use of Measure I or other funds at SANBAG's discretion, as required by the California Transportation Commission, if necessary, on the following projects to cover costs which exceed:

a) I-215 Segment 1&2 construction costs of \$174,800

\*

*Approved*  
*Major Projects Committee*

*Date:* November 12, 2009

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

- b) I-215 Segment 5 construction cost of \$29,207
  - c) SR-210 Segment 11 Direct Connector project construction cost of \$47,673
3. Authorize the SANBAG Executive Director to execute a new Corridor Mobility Improvement Account (CMIA) baseline agreement for the I-215 Gap Closure Project.
  4. Authorize staff to negotiate with Caltrans to evaluate the potential for Caltrans providing professional services for the Plans, Specification and Estimates (PS&E) phase for the I-215 HOV Gap Closure Project.

***Background:***

**Recommendation 1: Reprogramming of Savings**

Bids have been opened and construction contracts have recently been awarded on the last two phases of the I-215 North Corridor, Phases 3 and 4. Phase 3 is comprised of I-215 Segments 1 and 2 and Phase 4 is comprised of I-215 Segment 5 and the I-215/SR 210 Connectors project. For both phases, the bids came in significantly lower than the amount of programmed funds. As a result, there is approximately \$119 million of allocated/obligated funding in excess of the current anticipated need on these projects providing an opportunity to fund additional improvements. The funds on these construction projects are comprised of Federal and State funds, therefore reprogramming of these funds must comply with the funding requirements of these various funds. Where the Federal funds are expended, for the most part, are at the discretion of SANBAG. The transfer of State funds, Congestion Mitigation Impact Account (CMIA), requires the approval on the California Transportation Commission (CTC).

The CTC has indicated that priority for any CMIA savings should be for additional improvements on the same corridor. In addition, the CTC requires that CMIA savings on a project transferred to additional improvements on the same corridor must include savings for all other fund types, including those at SANBAG's discretion. Since the CMIA funding on the I-215 North Corridor is funded through SANBAG General Obligation Private Placement Bonds, SANBAG staff has been requesting special consideration from the CTC as to the placement of these CMIA savings.

Based on the parameters noted above, staff is recommending the savings from I-215 Phases 3 and 4 remain on the I-215 corridor by transferring them to the following projects. The funding proposal is shown by Exhibit A and includes the following:

- The Board approved the allocation of \$11,760,000 of Measure funds to fund I-215 right-of-way shortfall. It is recommended that the majority of the shortfall be funded by Federal fund savings and that \$10,838,000 of Measure I funds be reprogrammed. Measure I funds in the amount of \$922,000 need to remain to provide the match to the Federal funds.
- Allocate \$10,000,000 of the Measure I funds from I-215 right-of-way to the SANBAG Local Stimulus program, fully funding this program.
- The remainder of the savings would be programmed on the I-215 Bi-County Gap Closure. A location map of the project is attached as Figure 1. The remaining savings includes \$70,471,000 of Federal funds under SANBAG's discretion and \$42,421,000 of CMIA funds requiring CTC approval.
- Fully fund the I-215 Bi-County Gap Closure by allocating \$8,667,000 of Measure I 2010-2040 funds.

Meetings have been held with CTC staff on the proposed reprogramming of funds and they have informally concurred with the proposal. As previously stated the reprogramming of CMIA funds requires CTC approval.

The I-215 Bi-County Gap Closure project improvements are partially within Riverside County, therefore requiring Riverside County Transportation Commission (RCTC) to program funds on this project. Meetings were held with RCTC staff and they will recommend to their Board that State Transportation Improvement Program (STIP) funds be programmed. STIP funds are subject to CTC approval.

In addition to the savings discussed above there is \$5,367,670 in Projects of National and Regional Significance (PNRS) funds that were slated for the I-215 North project, but were not programmed. These funds are no longer required. PNRS funds are a Federal earmark that can only be expended on improvements that are identified in Federal Legislation. The legislation for these PNRS earmarks only allows the funds to be expended on the I-215 North Corridor and Tippecanoe Interchange. Given this, an item to program these funds on Tippecanoe Interchange improvement project will be brought forward for the Board's consideration.

**Recommendation 2: Coverage of any cost increases above the reprogrammed amount.**

A draft CTC guideline on project savings, which is being considered for approval at the December CTC meeting, is that 10 percent of the savings remain on the project until construction is completed to cover any cost increases above the



construction amount. The problem with this guideline is that the I-215 North projects will not be completed until 2013, while per legislation CMIA funds have to be awarded for construction by 2012. In order for the CTC to approve the full project savings transfer from the I-215 North projects, CTC is requesting SANBAG commit to fully funding any costs that exceed the reprogrammed amount with funds that are at SANBAG's discretion. The proposed new project funding levels are based on as-bid costs plus a contingency allowance that also includes supplemental and agency furnished items. While it is anticipated that all construction capital costs associated with the project will be covered, the CTC requests that SANBAG formally commit to covering any costs above the new proposed project funding amounts. This is a low risk since the reprogrammed amount includes the construction contract award plus a contingency. The risk is that there could be some unforeseen work during construction that could result in a need for additional funding.

### **Recommendation 3: CMIA Baseline Agreement**

The use of CMIA funding on a project requires execution of a project Baseline Agreement between the local agency, Caltrans, and the CTC. If CMIA funds are to be used on the I-215 Bi-County Gap Closure project, a new Baseline Agreement will need to be executed between SANBAG, Caltrans, CTC and RCTC to establish the schedule and funding commitments for the project. It is recommended that authority be granted to SANBAG's Executive Director to execute this legally non-binding agreement. The draft Baseline Agreement showing the proposed milestone dates and the funding is attached as Exhibit B.

### **Recommendation 4: Professional services for the preparation of plans, specifications and estimate (PS&E) for the I-215 BI-County HOV Gap Closure project**

The I-215 HOV Gap Closure project is scheduled to receive environmental clearance in 2010 and the preparation of the final plans, specifications and estimate (PS&E) will commence. Staff has had initial conversations with Caltrans management about providing these services. Caltrans has the resources to provide these services and are willing to negotiate an agreement that will meet SANBAG's needs. Staff is recommending that negotiations continue with Caltrans since we have obtained the following understanding from their management.

- SANBAG will participate in the selection of the design team.
- SANBAG will actively participate in the development of the project.

- Caltrans expenditure reporting has been improved to provide accurate monthly reports allowing SANBAG to monitor expenditures.
- Caltrans has the resources to deliver the project on schedule.
- SANBAG can supplement Caltrans resources, if needed, to meet the schedule.

Another advantage of having Caltrans staff perform the final design work is that considering the multitude of Advisory and Mandatory design exceptions required for this project, Caltrans engineers will be able to work alongside Caltrans reviewers to resolve issues quicker and avoid multiple and lengthy review iterations that could occur if submittals are made by external parties.

RCTC has provided reference that Caltrans has performed well and met commitments in the preparation of the PS&E package for SR-91 HOV project. RCTC, a partner on the I-215 HOV Gap Closure project, concurs with entering into negotiations with Caltrans.

***Financial Impact:*** This item in itself imposes no financial impact to the current fiscal budget. Budget amendments required as result of this agenda item will be brought forward to the Board for their consideration at a future meeting.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on November 12, 2009.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

# EXHIBIT A

Numbers shown in (\$1,000)

## Programming Proposal to Utilize I-215 Savings

03-Nov-09

### I-215 North

Task Number	Cost Estimate	Total savings or needs	TEA 21 or DEMO LU	RIP/JIP	Measure	TGRP	TEA	CMAQ	CMIA	STP	ARRA	PNRS
Existing Funding Plan I215 Segment 1 & 2 Constr.	838 \$ 251,390		\$ 1,935	\$ 19,127		\$ 8,749	\$ 3,433	\$50,185		\$ 34,850	\$ 110,724	\$ 22,385
Propose Change		\$ 76,590				251		(\$41,191)		(\$34,850)		(\$800)
Funding Plan	\$ 174,800		\$ 1,935	\$ 19,127		\$ 9,000	\$ 3,433	\$ 8,994		\$ -	\$ 110,724	\$ 21,585

Existing Funding Plan Segment 5 Constr.	838 \$ 44,667								\$ 44,667			
Propose Change		\$ 15,460							(\$15,460)			
Funding Plan	\$ 29,207								\$ 29,207			

Existing Funding Plan SR-210 Segment 11 Connectors Constr.	824 \$ 74,634			\$ 45,134	\$ 500				\$ 29,000			
Propose Change		\$ 26,961							(\$26,961)			
Funding Plan	\$ 47,673			\$ 45,134	\$ 500				\$ 2,039			

Existing Funding Plan I-215 RW Additional Capital	836 \$ 11,760				\$ 11,760							
Propose Change					(\$10,838)			\$ 5,670				\$ 800
Funding Plan	\$ 11,760				\$ 922			\$ 5,570				\$ 800

### Local Stimulus

Existing Funding Plan Local Stimulus	504/505 \$ -				\$ -							
Propose Change		\$ 10,000			\$ 10,000							
Funding Plan	\$ 10,000				\$ 10,000							

### I-215 Bi-County Gap Closure

Existing Funding Plan I-215 Bi-County RW & Construction	839 \$ -											
Propose Change		\$ 121,559			\$ 8,667			\$ 35,621	\$ 42,421	\$ 34,850		
Funding Plan	\$ 121,559				\$ 8,667			\$ 35,621	\$ 42,421	\$ 34,850		

Note: CMIA funds reprogramming require CTC approval. PNRS funds can only be programmed on I-215 North and Tippecanoe Interchange

1. Replace \$6,370 Measure I on I-215 R/W with I-215 Construction Savings which consists of CMAQ \$5,570 and PNRS \$800. Parcels requiring the additional funding are on Segment 3 and have a current E-76 for CMAQ and PNRS funds.
2. \$922 of Measure I is required to match the CMAQ and PNRS. The remaining Measure funds is not needed for I-215 R/W.
3. Program the \$10,000 Measure I from I-215 R/W to the Local Stimulus.
4. Program the remaining Measure I balance of \$838 from I-215 R/W on the I-215 Bi-County
5. Program the remaining balance of I-215 construction savings on the I-215 Bi-County which consists of \$35,621 CMAQ, \$42,421 CMIA and \$34,850 STP.
6. Fully find I-215 Bi-County by programming \$7,829 Measure I. Total Measure funds includes \$838 from I-215 R/W. Consider replacing Measure with Federal AC.

LEGEND:

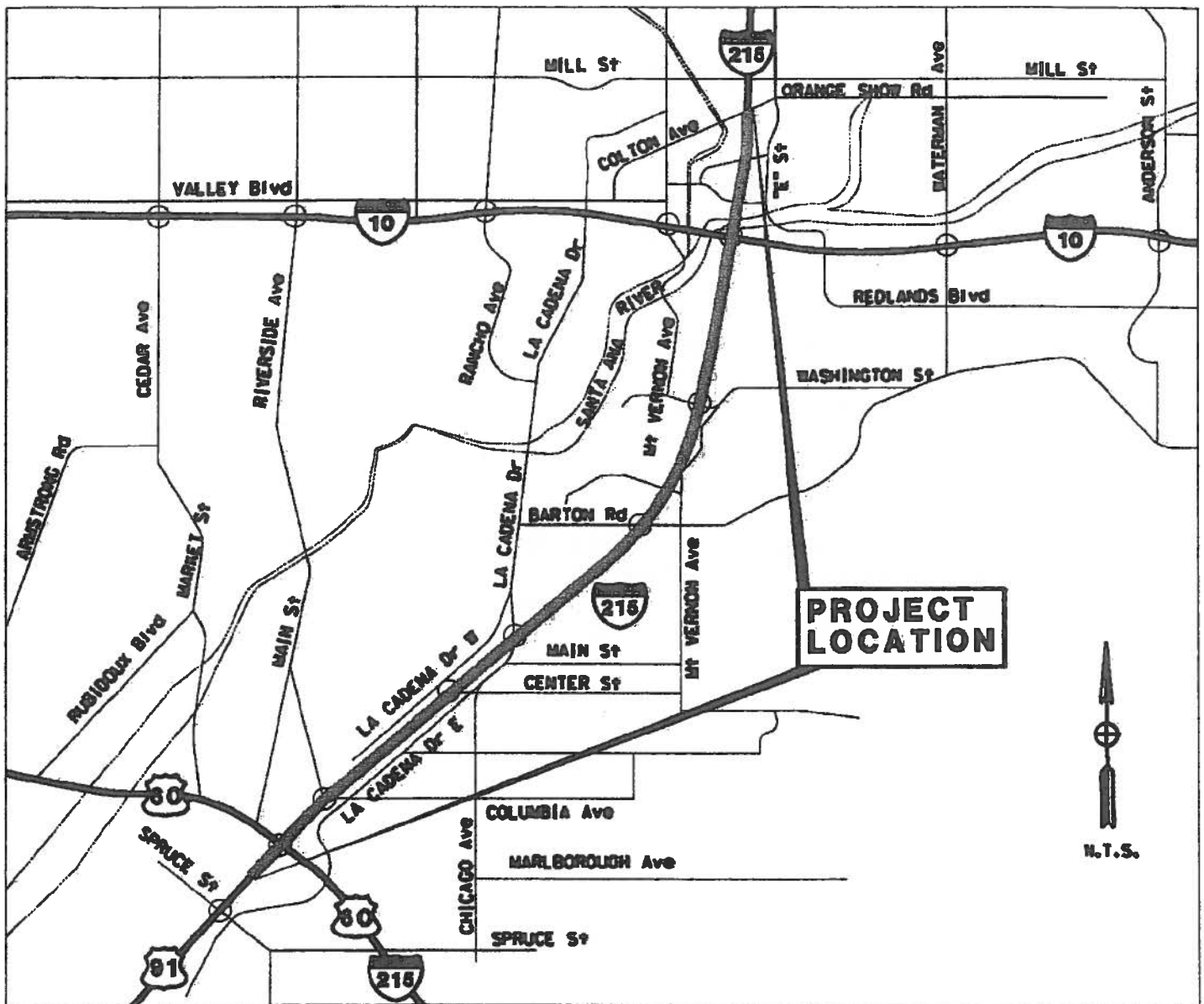
	SAVINGS
	PROJECT NEEDS
	FUNDS FROM SAVINGS

Note: Total ARRA funds on I-215 Segments 1&2 = \$128,064; \$17,340 programmed on Construction Management

# I-215 BI-COUNTY HOV GAP CLOSURE PROJECT

## LOCATION MAP

Figure 1





## San Bernardino Associated Governments

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA 92410-1715  
Phone: (909) 884-8276 Fax: (909) 885-4407  
Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

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November 3, 2009

Ms. Bimla G. Rhinehart  
Executive Director  
California Transportation Commission  
1120 N Street, MS-52  
Sacramento, CA 95814

Dear Ms. Rhinehart,

**Subject: Request the consideration of reprogramming portion of CMIA funds from the I-215 Segments 1, 2, 5 & and SR-210 Segment 11 projects to the I-215 HOV Gap Closure project as conditioned outlined in the Privite Place Bond purchase**

The San Bernardino Associated Governments (SANBAG) is submitting a proposal to reprogram funds under the Corridor Mobility Improvement Account (CMIA) program under the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.

In the fall of 2009, construction bids were received for Segments 1, 2, of the Interstate 215 (I-215) Corridor Improvement Project (PPNO 0247D) and the I-215 and State Route 210 (SR-210) Freeway Connector Project comprised of I-215 Segment 5 and SR-210 Segment 11 (PPNO 0193S). A broad range of construction bids for both projects were received, some of which were within the range of the engineer's estimates; however, the lowest responsible bids for both projects were lower than the engineer's estimates and funding programmed for each project. A savings of approximately \$79 million (30% less than the engineer's estimate) and \$40 million (40% less than the engineer's estimate) resulted from the bid process for the I-215 Corridor Improvement Project and I-215/SR-210 Freeway Connector Project respectively. These construction cost savings were attributed to several factors including lower cost of construction materials and services during the present economic conditions.

Both projects above were funded with various types of State, Federal and local funds, including grants from the American Recovery Reinvestment Act (ARRA) program. It is SANBAG's desire to fully utilize ARRA funds first to the two ongoing construction projects and leverage savings to a project that produces similar transportation benefits and that would meet the funding requirements required for each of the fund type saved.

In May 2009, SANBAG purchased State General Obligation Bonds titled Private Investment Bonds (PIB) with an agreement that the proceeds are to be expended on the I-215 corridor improvements. SANBAG is seeking the opportunity to program the cost savings to the I-215 HOV Gap Closure project, also known as the I-215 Bi-County Project. The project is currently

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*Cities of: Adelanto, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa*



Ms. Bimla G. Rhinehart  
November 3, 2009  
Page 2

partially funded with SANBAG's Measure I program through the Project Approval and Environmental Document (PA/ED) phase. The project is located on the same corridor and just south of the aforementioned I-215 Corridor Improvement Project. The project is also a partnership project between SANBAG and the Riverside County Transportation Commission (RCTC). The project will close a gap between an HOV system that is being constructed as part of the I-215 Corridor Improvement Project to the north and the addition of an HOV system along State Route 91 (SR-91) to the south. The completion of this I-215 HOV Gap Closure Project will provide a continuous HOV lane from the City of San Bernardino to the City of Artesia near Interstate 110 (I-110) in Los Angeles County via the I-215 and SR-91. Once constructed, this project will complete an approximately 70-mile HOV system.

The I-215 HOV Gap Closure Project meets all criteria established in the CMIA program. The project will improve traffic operations along the I-215 corridor by meeting current and future traffic demand and by eliminating weaving conflicts and bottleneck conditions that are typically associated with HOV lane termini. In 2007, portions of the project segment along I-215 carried approximately 164,000 vehicles daily; traffic forecasts for the project design horizon year of 2035 indicate that this daily volume will increase up to approximately 260,000 vehicles, a 60% increase in traffic volumes. This project would also promote shared-ride transportation modal shifts that would result in significant reductions in energy consumption and congestion related air pollutant and green house gasses emissions.

Preliminary engineering efforts and environmental technical studies are underway and the completion of the PA/ED phase is scheduled for early 2011. SANBAG expects to award a construction contract in mid 2012 and would thereby meet CMIA schedule requirements.

SANBAG is requesting your consideration of reprogramming savings of CMIA funds from the I-215 Corridor Improvement Project and the I-215/SR-210 Freeway Connector Project to the I-215 HOV Gap Closure project as conditioned outlined in the Privite Place Bond purchase. Attached is a draft CMIA baseline agreement for your reference. SANBAG will work with the Department and CTC to finalize the agreement and provide the required documents once our consideration request is granted.

I want to thank you and the Commission's continuing support for bringing transportation solutions to our region. Should you have any questions regarding this application, please feel free to contact me at (909) 884-8276.

Sincerely,

Deborah R. Barmack  
Executive Director

Enclosure

Ms. Bimla G. Rhinehart

November 3, 2009

Page 3

cc: Andre Boutros, CTC  
Brenda, Schimpf, Caltrans Prop 1B  
Susan Bransen, CTC  
Anne Mayer, RCTC  
Marlin Feenstra, RCTC  
Ray Wolfe, Caltrans - District 8  
Basem Muallem, Caltrans- District 8

## PRELIMINARY DRAFT - FOR INFORMATION ONLY

California Transportation Commission

## APPENDIX A

CMIA Guidelines

## CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT

## Project Nomination Fact Sheet

<b>Nominating Agency: San Bernardino Associated Governments</b>		<b>Fact Sheet Date: 11/05/09</b>	
Contact Person	Khaill Saba		
Phone Number	909-848-7986	Fax Number	
Email Address	ksaba@sanbag.ca.gov		

<b>Project Information:</b>							
County	Caltrans District	PPNO *	EA *	Region/MPO/ TIP ID*	Route / Corridor *	Post Mile Back *	Post Mile Ahead *
SBD	8	TBP	0M940	200614	215	20.7	5.7
* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.							
Legislative Districts	Senate: 32, 36			Congressional: 43, 44			
	Assembly: 63						
Implementing Agency (by component)	PA&ED: SANBAG			PS&E: SANBAG			
	R/W: SANBAG			CON: SANBAG			
Project Title	I-215 HOV Gap Closure Project						
<p><b>Location - Project Limits - Description and Scope of Work</b> (Provide a project location map on a separate sheet and attach to this form)          Project limits are as follows: 08-Riv-91 08-Riv-91-20.7/21.7, 08-Riv-215-43.2/45.3, 08-SBd-215-0.0/5.7. Construct approximately 7.5-mile HOV lane in each direction of I-215 beginning at the SR-91/SR-60/I-215 interchange to the south to I-215/Orange Show Road Interchange to the north. Includes BNSF and UPRR OH replacement and bridge widening over the UPRR line south of I-10, I-10, and the Santa Ana River.</p>							
<p><b>Description of Major Project Benefits</b>          The completion of this HOV gap closure will provide a continuous HOV lane from San Bernardino to the City of Artesia near I-110 in Los Angeles County via the I-215 and SR-91. Once constructed, this project will complete an approximately 70-mile HOV system.</p>							
<p><b>Expected Source(s) of Additional Funding Necessary to Complete Project - as Identified Under 'Additional Need'</b>          NA</p>							
<b>Project Delivery Milestones (month/year):</b>							
Project Study Report (PSR) complete				included in PA&ED			
Notice of Preparation	Document Type:			2/10/09 ND/CE			
Begin Circulation of Draft Environmental Document				12/09/2010			
Final Approval of Environmental Document				05/20/2011			
Completion of plans, specifications, and estimates				05/30/2012			
Right-of-way certification				05/30/2012			
Ready for advertisement				06/25/2012			
Construction contract award				07/23/2012			
Construction contract acceptance				05/27/2014			

NOTE: The CTC Corridor Mobility Improvement Account (CMIA) Program Guidelines should have been read and understood prior to preparation of the CMIA Fact Sheet.  
 A copy of the CTC CMIA Guidelines and a template of the Project Fact Sheet are available at: <http://www.dot.ca.gov/hq/transprog/> and at: <http://www.ctc.ca.gov/>



**CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT**  
**Project Nomination Fact Sheet - Project Cost and Funding Plan**  
(dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

County	CT District	PPNO	EA	Date	05-Nov-09
SBD	8	TBP	0M940	Region/MPO/TIP ID	2008.14
Project Title	I-215 HOV Gap Closure Project				

\* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/AMPO

Proposed Total Project Cost								Project Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&ED)	0	0	0	6,120	0	0	0	6,120
PS&E	0	0	0	0	10,287	0	0	10,287
R/W SUP (CT) *	0	0	0	0	0	0	0	0
CON SUP (CT) *	0	0	0	0	0	0	12,163	12,163
R/W	0	0	0	0	0	10,211	0	10,211
CON	0	0	0	0	0	0	122,918	122,918
TOTAL	0	0	0	6,120	10,287	10,211	135,081	161,699

Corridor Management Improvement Account (CMIA) Program								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON							42,421	42,421
TOTAL	0	0	0	0	0	0	42,421	42,421

\* NOTE: R/W SUP and CON SUP to be used only for projects implemented by Caltrans

Funding Source: Congestion Mitigation and Air Quality (CMAQ)								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON							35,621	35,621
TOTAL	0	0	0	0	0	0	35,621	35,621

Funding Source: Surface Transportation Program (Local) STPL								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *							12,163	12,163
R/W								0
CON							22,454	22,454
TOTAL	0	0	0	0	0	0	34,617	34,617

Funding Source: Riverside County Measure A								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)				1,305				1,305
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	1,305	0	0	0	1,305

Shaded fields are automatically calculated. Please do not fill these fields.

**CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT**  
**Project Nomination Fact Sheet - Project Cost and Funding Plan**  
(dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

				Date:	05-Nov-09
County	CT District	PPNO *	EA	Region/MPO/TIP ID	
SBD	8	TBP	0M940	200614	
Project Title	I-215 HOV Gap Closure Project				

\* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO

Funding Source: San Bernardino County Measure I								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)				4,815				4,815
PS&E					8,093			8,093
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W						10,211		10,211
CON								0
TOTAL	0	0	0	4,815	8,093	10,211	0	31,119

Funding Source: RCTC State Transportation Improvement Program (STIP)								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E					2,194			2,194
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON							22,422	22,422
TOTAL	0	0	0	0	2,194	0	22,422	24,616

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Additional Funding Needs (funding needs not yet committed)								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13+	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Shaded fields are automatically calculated. Please do not fill these fields.

# **CORRIDOR MOBILITY IMPROVEMENT ACCOUNT PROGRAM BENEFIT/COST ANALYSIS: PROJECT INPUT SHEET**

Region/District:  District 08  County:  San Bernardino County

Describe Project:  Construct HOV lane in each direction from the I-215/SR-91/SR-60 interchange to I-215/Orange Show Interchange

Route:  I-215  EA:  0M450

Post mile:  RIV-20.7/SB&215 5.7  PPNO:  TBP

## PROJECT DATA

Type of Project	Enter "X"
Hwy Capacity Expansion	X
Operational Improvement	X
Transp MGMT System (TMS)	X
Other (describe: )	

### Project Location

(1 = So. Cal., 2 = No. Cal., or 3 = rural)

1

### Length of Construction Period

years

2

### Duration of Peak Period (AM+PM)

hours

2

## HIGHWAY DESIGN AND TRAFFIC DATA

### Highway Design

	w/o Project	w/ Project	HOV Restriction
Number of General Traffic Lanes	3	3	3
Number of HOV Lanes	0	1	2
Highway Free-Flow Speed (in mph)	56	58	(2 or 3)
Project Length (in miles)	8	8	

### Average Daily Traffic

	w/o Project	w/ Project
Current	164,000	
Forecast (20 years after construction)	260,865	292,391

### Average Hourly HOV Traffic (if HOV lanes)

0  1,492

### Percent Trucks (include RVs, if applicable)

7%

### Truck Speed (if passing lane project)

N/A

## Actual 3-Year Accident Data for Facility

	Count (No.)
Fatal Accidents	1
Injury Accidents	157
Property Damage Only (PDO) Accidents	N/A

## Statewide Average for Highway Classification

	w/o Project	w/ Project
Accident Rate (per mil. veh-miles)	1.89	
% Fatal Accidents	0%	
% Injury Accidents	48%	

## TOTAL PROJECT COSTS (in escalated dollars)

From Project Nomination Fact Sheet:

### Fiscal Year:

2007-08	\$
2008-09	\$
2009-10	6120
2010-11	10287
2011-12	10211
2012-13	135081

## COMMENTS:

Prepared by:  Philip Chu

Phone No:  (909) 884-8276

E-Mail:  pchu@sanbao.ca.gov

CONTACT:

Mahmoud Mahdavi

916-653-9525

mahmoud\_mahdavi@dot.ca.gov

FAX: 916-653-1447

## **San Bernardino and Riverside County Interstate 215 HOV GAP Closure Project**

08-RIV-91 20.7/21.7

08-RIV-215 43.2/45.3

08-SBd-215 0.0/5.7

In Riverside and San Bernardino County between the I-215/SR-91/SR-60 Interchange to the south and the I-215/Orange Show Road Interchange to the north

EA 0M450

PPNO

### **Corridor and Project Description**

#### **Corridor Description and Function**

The project portion of Interstate 215 (I-215) is located within Riverside and San Bernardino Counties. Both counties have experienced elevated levels of population growth especially within the last few years. According to the Southern California Association of Governments (SCAG) integrated growth forecast data, the growth rate for Riverside County and San Bernardino County between 2003 and 2035 are 90% and 60% respectively. As of July 1st 2008, there were 2,106,328 persons in Riverside County and 2,060,722 in San Bernardino County, which ranks both counties as the fourth and fifth counties with the largest population in the state.

I-215 is an approximately 55-mile north-south interstate that begins at the Interstate 15 (I-15) junction in the City of Murrieta in Riverside County and terminates at the I-15 junction in the Community of Devore in San Bernardino County. I-215 is classified by FHWA as an economic lifeline corridor and is currently the only freeway serving several major communities in Western Riverside such as Winchester, Hemet, San Jacinto, and Perris. Presently, I-215 provides vital commercial freeway access for City of San Bernardino, a major metropolitan center, and other communities such as Grand Terrace and Colton (See Figure 1). I-215 also serves as an important trade and goods movement corridor and has been identified as a priority trade corridor for the National Free Trade Agreement (NAFTA) and is a vital piece of a north-south intercontinental route that connects Tijuana, Mexico, to Edmonton, Canada.

The project portion of I-215 consists of three mixed flow lanes in each direction. The adjacent I-215 Corridor Improvement Project to the north is currently under construction and will add a fourth mixed flow lane and a High Occupancy Vehicle (HOV) lane to each direction of the freeway. Construction of the I-215/State Route 91 (SR-91)/State Route 60 (SR-60) interchange project to the south added a fourth mixed flow lane along the Riverside County portion I-215. A project to add an HOV lane along State Route 91 (SR-91)/I-215 in Riverside County is currently in the project development phase and construction is expected to begin in 2010. Figure 2 illustrates the location of these adjacent HOV improvements as it relates to the project location. I-215 serves various community and logistical centers such as the California State University at San Bernardino, the San Bernardino International Airport (formerly the Norton Air Force Base), and the West San Bernardino Intermodal Facility of the Burlington Northern Santa Fe Railroad. I-215 part of the national highway system (NHS) and is classified in the Interregional Transportation Strategic Plan (ITSP) as a gateway corridor.

#### **Project Specific Improvements**

The San Bernardino Associated Governments (SANBAG) and the Riverside County Transportation Commission (RCTC) is proposing to construct a High Occupancy Vehicle (HOV) lane to close a gap between an HOV system that is being constructed as part of the I-215 Corridor Improvement Project to the north and the addition of an HOV system along SR-91 to the south. The proposed project will include construction of auxiliary lanes to facilitate weaving along the mainline, construct a concrete

median barrier, and widen bridges over the Union Pacific Railroad (UPRR) rail line just south of Interstate 10 (I-10), the Santa Ana River, and I-10. The project would also include replacement of the two railroad overhead structures. The project is not expected to require any new right-of-way.

#### **Mobility**

Closing a gap in the I-215/SR-91 HOV system will allow an uninterrupted carpool service beginning in San Bernardino and continuing to the City of Artesia in Los Angeles County. Without a disruption in the HOV system, the incentive for a modal shift into a shared-ride mode would be greater, especially for commuters that travel between San Bernardino, Riverside, Orange County, and Los Angeles. Although an HOV project is not intended to address congestion in the mixed flow lanes, the proposed project will result in some relief to traffic conditions on the mainline by taking commuters and vehicles out of the general purpose lanes and shifting users into the HOV lane.

#### **Reliability**

An HOV system without disruptions in service provides a significant amount of reliability for the commuter. Based on forecasted traffic conditions for the HOV system in the project's design horizon year of 2035, the carpool lane is expected to operate at LOS D or better during the both morning and afternoon peak hours while mainline LOS conditions are expected to be LOS E and LOS F. Preliminary calculations show that the project will reduce Vehicle Hours Travelled (VHT) by 12% afternoon peak hours and 5% during the morning peak hour.

The project is also expected to divert travelers that would otherwise use the local circulation network to avoid congested freeways. The project is expected to indirectly improve traffic conditions outside of the freeway prism.

#### **Safety**

Although the project is not primarily intended to improve safety along the project segment of I-215, the addition of the proposed HOV lanes and addition of auxiliary lanes will reduce congestion related accidents such as rear end collisions and sideswipes by improving traffic operations on the mainline. In addition, the project will reduce the number of vehicles using local arterials, which traditionally have a higher accident rate.

### **Project Benefits**

#### **Travel Time and Reduced Vehicle Hours Travelled**

Travel time is expected to significantly increase for commuters using the HOV system; forecasted average speeds along the HOV lane is estimated at approximately 50 mph during both morning and afternoon peak hours as compared to the no-build forecasted speeds along the mainline general purpose lanes to be 24 mph. Preliminary VHT calculations show a substantial travel time savings with an up to 12% reduction in VHT for the transportation network in the build scenario.

#### **Modal Shift and Air Quality and Energy Benefits**

This project has been included in the approved 2008 Regional Transportation Plan (RTP). The project is expected to provide congestion relief along the mainline by moving commuters and vehicles into the HOV system. Shared-ride modes are known to inherently result in a reduction of air pollutant and greenhouse gas emissions. It is also known that travelers typically will take an out-of-direction route in order to avoid congested roadway; the project will provide some congestion relief and would thereby reduce out of direction travel in the no-build condition. Reduction of out-of-direction travel will result in

a reduction of air pollutant emissions and consumption of fuel. Other indirect benefits include reduction of travel costs for commuters and less vehicular wear-and-tear.

**Other**

Funding sources for this project included Measure I and Measure A dollars. CMIA funds allocated to this project would free measure funds for both San Bernardino and Riverside Counties and will allow the funding of other crucial projects on the State Highway System. Again, both Riverside and San Bernardino Counties are forecasted to experience significant growth, thereby prompting the need for improvements in infrastructure to meet demand.

**Improved Access**

**Regional Blueprint Planning**

Improvements along I-215 are consistent with the California Regional Blueprint Planning Program by supporting improved mobility and reliability. Improved travel reliability provides motorists with an opportunity to select from more housing and transportation choices. By making travel along the corridor more efficient, the project will contribute to California's improved economic competitiveness and quality of life.

**Go California**

GoCalifornia is a performance based, outcome driven roadmap to those improvements and investments that will yield the greatest benefit for all Californians today and in the future. This project implements two key strategies of the GoCalifornia Mobility Pyramid: operational improvements and system completion. The project will result in complete and improve connectivity between I-215 and SR-91 and significantly enhance interregional travel.

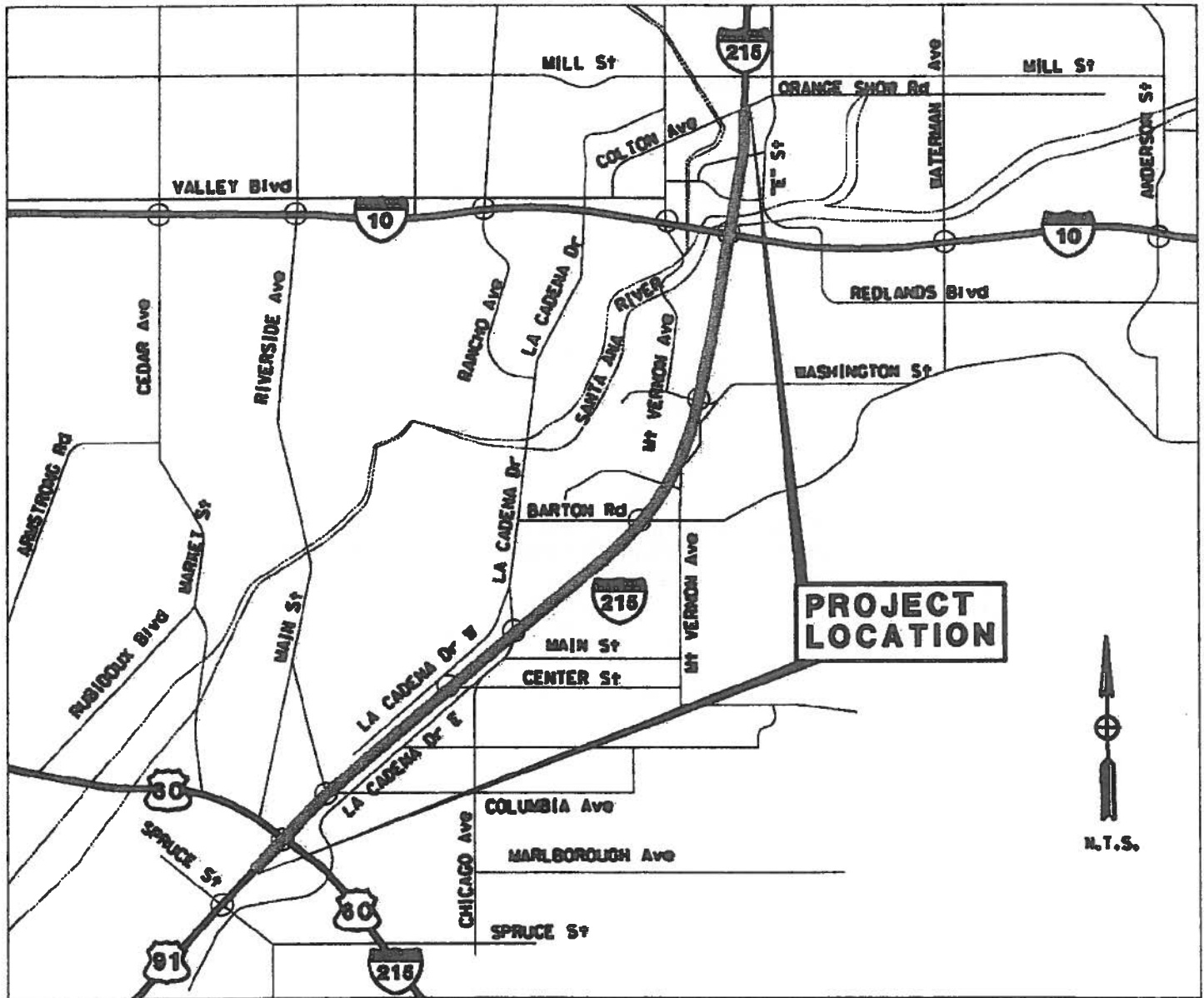
**Access to Jobs, Housing, Markets, and Commerce**

Both San Bernardino and Riverside Counties are leaders in Southern California for job creation that comes with rapid growth. The project will address growth of the anticipated demand on the transportation system. This corridor is a key link to employment centers in San Bernardino and it provides convenience for commuters for job markets in other regions as well. Commerce is dependent upon efficient freeways and local streets, and this project will positively affect the region's economic viability by improving the operational characteristics of important freeway corridors.

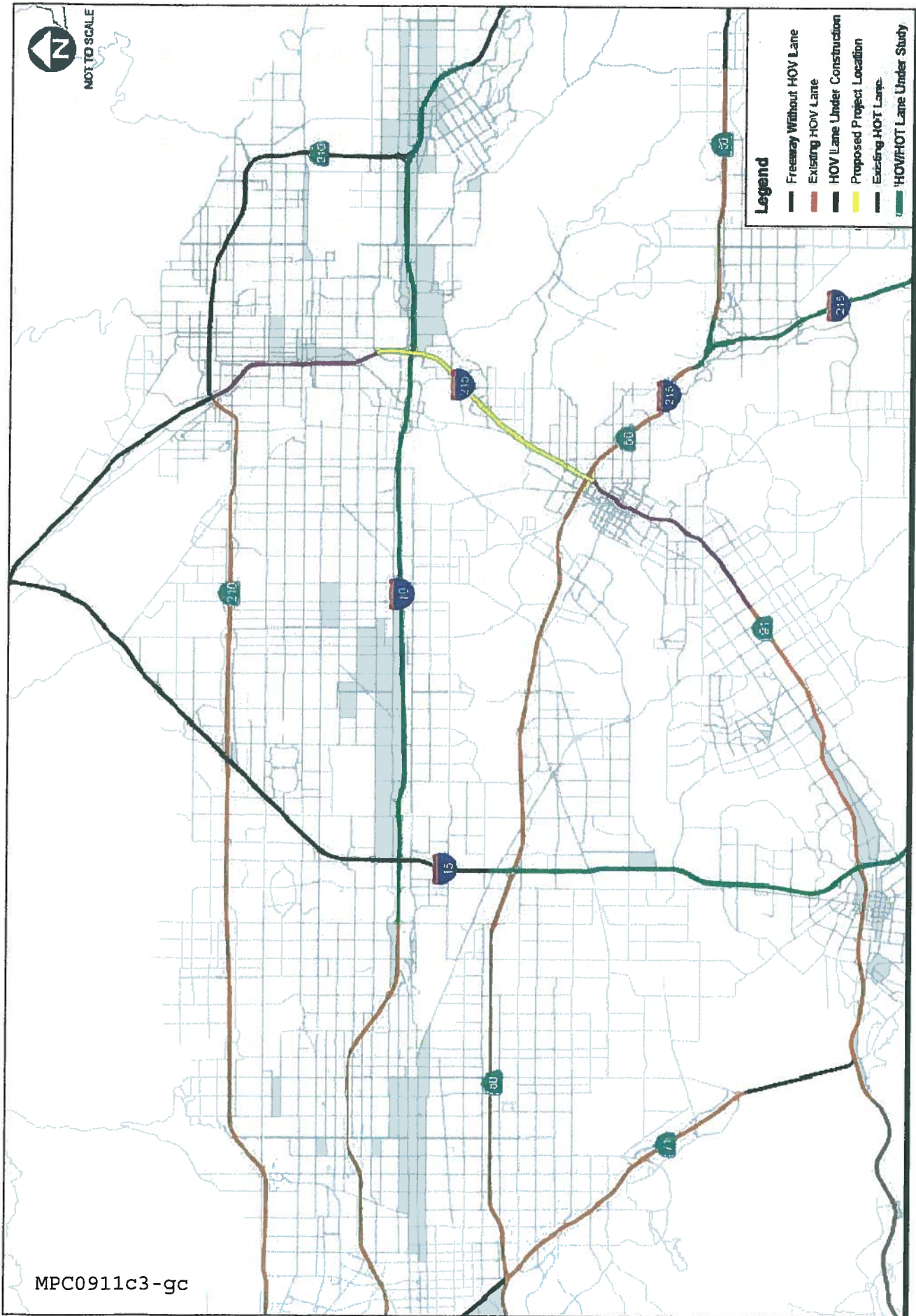
## I-215 BI-COUNTY HOV GAP CLOSURE PROJECT

### LOCATION MAP

Figure 1







I-215 BI-COUNTY HOV GAP CLOSURE PROJECT

HOV System in District 8

Figure 2



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** November 12, 2009

**Subject:** Amendment No. 2 to Construction Engineering Support Services Contract No. C07150 with LAN Engineering Corporation for State Street/University Parkway Grade Separation project

**Recommendation:** \* Approve Amendment No. 2 to Contract C07150 with LAN for work items related to Construction Support Services for the State Street/University Parkway Grade Separation project increasing the contract limit by \$20,000 to \$220,000 and extending the contract completion date to April 7, 2010.

**Background:** This action is an amendment to a current consultant services contract. LAN Engineering, the design consultant who prepared the plans (Engineer of Record) was awarded a contract in February 2007 for consultation, clarifications and necessary changes during construction. Typically, the contract scope for construction support services can not be precisely defined since it depends entirely on how things progress in the field. This amendment, for an amount of \$20,000 is necessary to fund additional construction support services that were not originally anticipated. The major items of additional work include:

- Preparing plat maps and legal descriptions of remnant parcels for disposition to local agencies and adjacent property owners.
- Support services for ongoing eminent domain actions for various parcels on the project.

\*

*Approved*  
*Major Projects Committee*

*Date:* November 12, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

***Financial Impact:*** This action is consistent with the FY 2009/10 budget. Task 87110000

***Reviewed By:*** This item was will be reviewed by the Major Projects Committee on November 12, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C07150-02  
by and between  
the San Bernardino County Transportation Authority  
and  
LAN Engineering Corporation  
for

State Street/University Parkway Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # C07150 Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ 100,000.00  Contingency Amount: \$		Previous Amendments Total: \$ 100,000.00 Previous Amendments Contingency Total: \$ <u>0.00</u> Current Amendment: \$20,000.00 Current Amendment Contingency: \$		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				\$ 220,000.00
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
871	5553	BNSF	_____	\$ 20,000
\$ _____				
Original Board Approved Contract Date: <u>2/7/07</u> Contract Start: <u>2/7/07</u> Contract End: <u>12/31/09</u> New Amend. Approval (Board) Date: <u>12/2/09</u> Amend. Start: <u>12/2/09</u> Amend. End: <u>4/7/10</u>				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: 09/10 \$ 20,000	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ 0	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>871</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>CONTRACT MANAGEMENT</b>				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Garry Cohoe</b>			Contract Manager: <b>Dennis Saylor</b>	
Task Manager Signature			Contract Manager Signature	
Date			Date	
Chief Financial Officer Signature			Date	

**SANBAG Contract No. C07150**

**Amendment No. 2**

**By And Between**

**San Bernardino County Transportation Authority**

**And**

**LAN Engineering Corporation**

**For**

**State Street/University Parkway Grade Separation**

This AMENDMENT No. 2 to SANBAG Contract No. C07150 entered into as of this 2nd day of December 2009, by LAN Engineering Corporation (hereafter called CONSULTANT) and the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WHEREAS, AUTHORITY, under AUTHORITY Contract No. C07150 has engaged the services of CONSULTANT to provide Construction Support Service for State Street/University Parkway Grade Separation project and,

WHEREAS, the parties desire to amend the aforesaid contract scope of work;

NOW THEREFORE, the parties do mutually agree to amend Contract No. C07150 as follows:

1. Amend Article 3, subsection 3.2 increasing the contract cost by \$20,000.00 to a total not to exceed contract amount of \$220,000.00.
2. Amend Article 2, subsection 2.1 to set the new completion date of this contract to April 7, 2010.
3. All other provisions and terms of the contract and Amendment 1 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Paul M. Eaton, President  
AUTHORITY Board of Directors

Date: \_\_\_\_\_

**LAN Engineering Corporation**

By: \_\_\_\_\_  
G.J. William Nascimento, President

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jean-Rene Basle, AUTHORITY  
Counsel

Date: \_\_\_\_\_

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

AGENDA ITEM: 6

**Date:** November 12, 2009

**Subject:** Rail Improvements in the City of Colton

**Recommendation:\*** Direct staff to proceed with negotiation of a future four-party agreement between SANBAG, the City of Colton, the Union Pacific Corporation (UPRR), and Burlington Northern Santa Fe (BNSF) for proposed rail improvements in the City of Colton.

**Background:** **Provide direction for SANBAG's participation in proposed rail improvements in the City of Colton.** This item provides a report on the status of work and proposal to develop a contractual agreement related to Colton Crossing and associated rail improvements which are required to address community issues. The proposed improvements, located on the BNSF line north of the I-10 Freeway, are to address the noise associated with the rail operation and the multiple street at-grade rail crossings, and to reduce the impact to local vehicle circulation caused by the rail operations. The proposed agreement will establish commitment by SANBAG in regards to grade separation improvement projects. Please note that the concept for each party's responsibility as set forth in the agreement are preliminary and will be further developed as negotiations continue. Prior to continuing the negotiations, staff requests direction from the Board to affirm SANBAG's interest in entering into such an agreement.

The Colton Crossing project proposes to separate an existing at-grade rail-to-rail crossing between Union Pacific Corporation (UPRR) and Burlington Northern Santa-Fe (BNSF) rail lines. Both rail lines are national lines moving freight from

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*Approved  
Major Projects Committee*

*Date:* November 12, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

the LA Basin and the Ports of Los Angeles and Long Beach through San Bernardino County. Studies have concluded that if the operational inefficiency at the Colton Crossing is not improved, transport of freight could be redirected to trucks and would impact the highway system.

In March 2007, the SANBAG Board of Directors approved a cooperative agreement with the Caltrans Division of Rail to accept approximately \$2.2 million in Interregional Improvement Program (IIP) funds to deliver the preliminary engineering and environmental clearance (PA/ED) phase for the Colton Crossing Grade Separation Project. In July 2008, an amendment to the cooperative agreement was approved by the SANBAG Board which increased the IIP funds by approximately \$1.5 million.

SANBAG's responsibility under the cooperative agreement, as a neutral party, is to lead the development of viable engineering alternatives and environmental studies that would lead to the selection of a preferred alternative. During the development of the alternatives, the needs of the various stakeholders are considered, in particular, the needs of the City of Colton and the railroad companies. The funding source for the Colton Crossing improvements is being kept separate from the PA/ED process.

The railroads needs are to grade separate the two rail lines as efficiently as possible. The City's main need is to provide relief to the community property owners from the train noise generated by the BNSF line north of I-10 Freeway and reduce the impact to the local traffic circulation caused by the volume of trains utilizing this line. The City's needs were reinforced when we met with local neighborhood focus groups, conducted public meetings, and met with City elected officials.

Five alternatives were developed for the Colton Crossing grade separation. Two of the alternatives were dropped from consideration as not feasible. While all three of the remaining alternatives separated the rail lines, only one met the needs of the City. The alternative that met the needs of the City proposes the BNSF line go under the UPRR line by placing the BNSF line in a trench. The other two alternatives involve elevating or depressing the UPRR line over or under the BNSF line. The BNSF trench alternative has an estimated cost of \$1 billion above the estimate cost of the UPRR elevated option. The cost of the BNSF trench alternative makes it economically non-viable.

The issue with the alternatives that elevate or depress the UPRR line is there is no nexus to the improvements that would address the City's needs. Therefore, a concept to address the City's needs through a separate agreement was developed. The concept to be incorporated into an agreement creates a quiet zone on the BNSF

line north of the I-10 and reduces impacts to local circulation caused by the rail operations includes the following:

- Construct a grade separation at Valley Boulevard and Laurel Street
- Close "E" and "H" Street rail at-grade crossings.
- Construct Four Quadrant Gate Quiet Zone crossing at Olive Street.

Since the original concept was revealed the City has requested the following changes:

- Valley Boulevard is improved as a Four Quadrant Gate Quiet Zone crossing. The grade separation at this location would severely impact the access to businesses in this location.
- Transfer the Valley Boulevard funding to railroad grade separation south of I-10.

The April 2009 SANBAG Measure I Strategic Plan identifies a proposed grade separation at Valley Boulevard and Olive Street. The Strategic Plan and the associated Nexus Study identifies the responsibility of SANBAG and the City of Colton. The concept being discussed proposes to redirect the funding for these two grade separations to Laurel Street and a grade separation south of I-10. The reason for redirecting the Valley Blvd funding is described above. The reason for redirecting funds to Laurel Street is that Laurel Street is a six track crossing and pursuant to Federal Rail Authority's guidelines cannot be served by a Four Quadrant Gate Quiet Zone crossing. With Olive Street being a four track crossing it can be served by a Four Quadrant Gate Quiet Zone crossing.

For the City to enter into the proposed agreement they request assurance that the Quiet Zone improvements will be constructed in a timely manner in relation to when the Colton Crossing improvements are constructed. That means all parties, including SANBAG, with its contribution to the grade separations, would need to be on a committed schedule.

In return for SANBAG's commitment of funds on a specified schedule, the concept has each railroad contributing 10% of the project cost, for a total of 20%, to the grade separation projects. By statute the railroads only have to contribute 10% with a reduction to 5% if there are Federal funds on the project. The additional 10% on grade separations has a value in excess of \$6 million. The current concept has the remaining improvements funded by the railroads.

The last item to be included in the agreement addresses realigning the UPRR rail spur located along 9th Street. Currently the line is located in the middle of the residential street. The City is requesting that language be include in the agreement



whereby UPRR and SANBAG will assist in identifying potential grants for the relocation of the line.

The subject concept has been presented to the City of Colton's Council sub-committee followed-up by a presentation to the Council. The City Council has concurred to the concept and is willing to proceed with agreement negotiations and to continue their participation in the Colton Crossing environmental process.

The agreement would ensure positive cooperation between all parties and set in motion a collaborative plan to address the needs of the various parties. This cooperation will allow the selection of a preferred alternative for the Colton Crossing grade separation and the approval of the environmental document. As previously stated the concept described above is preliminary and will be further developed as negotiations continue.

**Financial Impact:** This item would not directly affect the FY 2009/2010 budget. Budget amendments resulting from the implementation of the future agreement will be addressed as appropriate in the future.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on November 12, 2009.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

AGENDA ITEM: 7

**Date:** November 12, 2009

**Subject:** Hunts Lane/UPRR Grade Separation Project Utility Relocations

**Recommendation:\*** Approve budget authority for Hunts Lane Grade Separation Project in the amount of \$600,000 for the construction relocation of existing utility facilities necessitated by the Hunts Lane Grade Separation Project.

**Background:** SANBAG is nearing completion of the Plans, Specifications and Estimates (PS&E) phase of the Hunts Lane grade separation over Union Pacific Rail Road (UPRR) in the Cities of Colton and San Bernardino. Several existing utilities within Hunts Lane will need to be relocated, including facilities owned and operated by Southern California Edison, AT&T, and the City of Colton Electric Utility. Staff is working closely with these affected purveyors to develop acceptable relocation plans and determine responsibilities for construction costs associated with the proposed relocations.

SCE and AT&T have existing franchise agreements with the City of San Bernardino that would require these utility companies to relocate existing facilities at their cost; however, due to the lack of right of way along the San Bernardino side (i.e. eastern side) of Hunts Lane within the project limits, these utilities need to be relocated to the Colton (i.e. west side) of Hunts Lane. The two

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*Approved*  
*Major Projects Committee*

*Date:* November 12, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

utility purveyors are requiring SANBAG to pay the differential costs associated with relocation of facilities to the opposite side of the street. Staff previously determined that the City of Colton Electric Utility has prior rights for its existing facilities along Hunts Lane and required relocations will be a project cost. Based on estimates provided by the utility companies, staff anticipates relocation costs to be \$600,000, which includes a 10% contingency:

***Financial Impact:*** The action is consistent with the 2009/10 Fiscal Year Budget, TN 87010000. The total authorized amount is \$600,000. The funding source is TCRP funds.

***Reviewed By:*** This item has will be reviewed by the Major Projects Committee on November 12, 2009.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

AGENDA ITEM: 8

**Date:** November 12, 2009

**Subject:** Hunts Lane Railroad Grade Separation – Hearing to Consider Resolutions of Necessity

- Recommendation:\***
1. Acting as the County Transportation Commission, the SANBAG Board will conduct a public hearing to consider condemnation of real property required for the Hunts Lane Grade Separation project in the City of San Bernardino and the City of Colton and,
  2. Adopt Resolutions of Necessity authorizing condemnation of real property declaring the following:
    - a. The public interest and necessity require the project described in the proposed Resolution of Necessity. Resolution No. 10-002
    - b. The project is planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury.
    - c. The property to be acquired is necessary for the project.
    - d. An offer required by Section 7267.2 of the Government Code has been made to the owner of record. (2/3<sup>rd</sup> majority vote required)

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*Approved*  
*Major Projects Committee*

*Date:* November 12, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

**Background:** As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of \$95 million for Alameda Corridor East railroad grade separation projects. The Hunts Lane Union Pacific Railroad (UPRR) crossing at the city boundary of San Bernardino and the city of Colton is one of the five projects identified for funding from the TCRP. Since the renewed availability of TCRP Funds in 2005, SANBAG has made steady progress towards the start of construction on the Hunts Lane Grade Separation. The project has obtained environmental clearance and design is nearing completion.

One of the remaining critical path items is right of way acquisition. In June and July 2009, the Board approved appraisals and authorized SANBAG's Real Property Agent, the County Real Estate Services Department (RESA) to make offers for the necessary property. Offers were sent to each property owner and a number of parcels are being acquired through negotiated sale. However, negotiations with the property owners for the parcels listed in Exhibit "A" have not been successful.

SANBAG, acting as the County Transportation Commission is authorized to acquire property by eminent domain pursuant to Public Utilities Code 130220.5. During the eminent domain process, SANBAG's Real Property Agent will continue to negotiate with the property owners throughout the condemnation proceeding in an attempt to reach a negotiated sale for the necessary parcels.

On November 4, 2009, the Board scheduled a public hearing for December 2, 2009 to adopt a Resolution of Necessity regarding the parcels listed in Exhibit "A" in the City of Colton and the City of San Bernardino.

The Board adopting a Resolution of Necessity allows for proceeding with the eminent domain process to obtain legal rights to the property allowing the project to be constructed. Since the process takes several months, it is necessary to start this process now to insure that the properties are available when construction is slated to start in 2010.

There are four components to the resolution which need to be confirmed for the project. The issue of compensation value for these properties is not addressed by this resolution. The four components are listed below.

1. The public interest and necessity require the project.

The project will increase safety and reduce traffic delay with grade separating Hunts Lane and the UPRR tracks.

2. The project is planned and/or located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property is necessary for the project.

While most of the project is being constructed within existing right-of-way, the subject property is needed to allow the construction of certain elements including retaining wall, soundwalls, drainage systems and required utility relocations. The proposed design minimizes the property required, reducing the needed property to "sliver takes" and temporary easements.

4. An offer has been made to the owner following section 7267.2 of the Government Code.

Each of the listed properties had appraisals completed and then offer letters submitted to the property owners in accordance with the Code. All property offers were submitted by September, 2009.

Upon completion of the project SANBAG will transfer properties acquired for this project to the appropriate local jurisdiction.

**Financial Impact:** This item does not impact the budget. TN 87010000

**Reviewed By:** This item will be reviewed by the Major Projects Committee on November 12, 2009. This item has been reviewed by SANBAG Legal Counsel.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

DATED: December 2, 2009

MINUTES OF THE BOARD OF THE SAN BERNARDINO COUNTY TRANSPORTATION  
COMMISSION

RE: RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO  
ACQUIRE PROPERTY FOR HUNTS LANE GRADE SEPARATION PROJECT

On motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ and carried, the following  
Resolution is adopted:

RESOLUTION NO. 10-002

RESOLVED, by the Board of the San Bernardino County Transportation Commission:

THAT public safety, welfare, convenience, interest and necessity require the acquisition by the San Bernardino County Transportation Commission, of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino and in the City of Colton for the Hunts Lane Grade Separation project.

THAT the San Bernardino County Transportation Commission is authorized to acquire property by eminent domain pursuant to California Public Utilities Code Section 130220.5.

THAT the Board of the San Bernardino County Transportation Commission finds and determines:

- (1) The public interest and necessity require the project described in the proposed Resolution of Necessity; to acquire property in the City of San Bernardino and in the City of Colton.
- (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (3) The property sought to be acquired is necessary for the project;
- (4) Either an offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record or the offer has not been made because the owner cannot be located with reasonable diligence.

THAT pursuant to Sections 1240.510 and 1250.610 of the Code of Civil Procedure, to the extent that the parcels of land or interest therein are already devoted to a public use, the use to which the property is to be put is a more necessary public use than the use to which the property is already devoted or in the alternative is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the property or interest is already devoted.

THAT pursuant to Section 1240.410 of the Code of Civil Procedure, to the extent that the parcel of land or interest therein leave a "remnant" as defined in said section, such remnant shall be acquired herein in accordance with Sections 1240.410 through 1240.430 of said Code.

BE IT FURTHER RESOLVED that the Board of the San Bernardino County Transportation Commission is hereby authorized to acquire in the name of the San Bernardino County Transportation Commission the following described land by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California, and the Code of Civil Procedure relating to eminent domain.

THAT Counsel for the San Bernardino County Transportation Commission is hereby authorized and instructed to prepare and prosecute, in the name of the San Bernardino County Transportation Commission, such suit or suits in the proper Court having jurisdiction thereof as is necessary to condemn said lands for the purposes hereinabove described.

The real property to which the San Bernardino County Transportation Commission is by this resolution authorized to acquire is situate, lying and being in the City of San Bernardino and the City of Colton, State of California, and is attached as Exhibit "A" and made a part thereof.

PASSED AND ADOPTED by the Board of the San Bernardino County Transportation Commission, State of California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO    ) <sup>ss.</sup>

I, VICKI WATSON, Clerk of the Board of the San Bernardino County Transportation Commission hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board by vote of the members present as the same appears in the Official Minutes of said Board at its meeting of

VICKI WATSON, Clerk of the Board of the San  
Bernardino County Transportation Commission

By \_\_\_\_\_  
Deputy



# **RESOLUTION 10-002, EXHIBIT "A"**

## **EMINENT DOMAIN**

### **PROJECT: HUNTS LANE GRADE SEPARATION**

**DATED:** December 2, 2009

	APN/OWNER	ADDRESS
1	0141-471-64 (ptn) West Colony Community Association	P. O. Box 11179 San Bernardino, CA 92423 Dr. Sowers
4	0141-471-10 (ptn) Aurora Loan Services, LLC	2617 College Park Drive Scottsbluff, NE 69361-2294
5, 25, 25A, 25B	0141-321-15 (ptn) Regal Storage, LLC	P. O. Box 300489 Escondido, CA 92030
6, 7	Regal Storage, LLC c/o Michael O. Collins, Attorney at Law 0164-321-49 (ptn) Extra Space Properties Twelve, LLC, a Delaware Limited Liability Company	8645 Haven Avenue, Suite 450 Rancho Cucamonga, CA 91730 P. O. Box 19156 Alexandria, VA 22323-0156
8, 9, 10, 27, 28, 28B	Extra Space Storage Robert Zipperstein, District Manager 9716 0164-321-82 (ptn) and 0164-321-83 (ptn) Decatur Center Enterprises, LLC	1585 South "D" Street, Suite 202 San Bernardino, CA 92408 817 Calle Vallarta San Clemente, CA 92673
	Richard A. Brady and Kathleen A. Brady  Decatur Center Enterprises, LLC c/o Fullerton, Lemann, Schaefer & Dominick, LLC Attn: Amar Hatti	817 Calle Vallarta San Clemente, CA 92673  215 North "D" Street, Suite 100 San Bernardino, CA 92401-1712
51	0164-392-62 (ptn) David Patterson and Angela Patterson	808 S. Smallwood Street, Colton, CA 92324

11, 19	0164-311-42 (ptn) Dr. Robert B. Kahn  Galen Eugene Rogers, Trustee for the Galen Eugene Rogers Family Trust, dated September 10, 1986  Dr. Robert Kahn c/o California Eminent Domain Law Group Attn: Artin N. Shavardian	8820 Canyon Springs Drive Las Vegas, NV 89117  8820 Canyon Springs Drive Las Vegas, NV 89117  3429 Ocean View Boulevard, Suite L Glendale, DA 91208
12, 12A	0164-311-06 (ptn) and 0164-311-46 (ptn) ConAgra, Inc., a Delaware corporation Attn: Jim Doyle, Vice President Real Estate & Facilities  ConAgra Foods Attn: Robert Beckwith	One Conagra Drive Omaha, NE 68102-5001  2020 Steel Road Colton, CA 92324
15, 15A, 16, 16A, 24, 24A	0164-271-03 (ptn) and 0164-271-04 (ptn) Ehab Atalla Atef Hanna and Soheir Hanna, Trustees for the Hanna Family Trust, dated October 8, 2002	20110 Ingram Way Torrance, CA 90503

See legal descriptions on Exhibit A and B for each of these properties on the following pages.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation

MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
PUC	Public Utilities Commission
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
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